

# Amendment No. 6 to Agreement No. 4700 NG150000035 for Social Services between SALVATION ARMY, THE

## (A GEORGIA CORPORATION) and the CITY OF AUSTIN

(Pathways and Partnerships: EmergencyShelter)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *One Hundred Two Thousand One Hundred Fifty Six dollars* (\$102,156). The total Agreement amount is recapped below:

Term		Agreement Change Amount	Total Agreement Amount	
Basic Term:	(Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,864	
Amendment No. 1:	Add funds to Agreement and modify Exhibits	\$ 40,911	\$ 722,775	
Amendment No. 2:	Add funds to Agreement and modify Exhibits	\$ 11,082	\$ 733,857	
Amendment No. 3:	Add funds to Agreement and modify Exhibits	\$ 6,162	\$ 740,019	
Amendment No. 4:	Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019	\$ 252,628	\$ 992,647	
Amendment No. 5:	Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020	\$ 752,628	\$ 1,745,275	
Amendment No. 6:	Add funds to Agreement and modify Exhibits	\$ 102,056	\$ 1,847,331	

- 3.0 The following changes have been made to the original Agreement EXHIBITS:
  - Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 -- Program Work Statement. [Revised 6/15/2020]
  - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 6/15/2020]
  - Exhibit B.1 Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 Program Budget and Narrative. [Revised 6/15/2020]

- 4.0 The following Terms and Conditions have been MODIFIED:
  - 4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$854,684 (Eight Hundred Fifty Four Thousand Six Hundred Eighty Four dollars).
- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #20160324-020, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

the above-referenced Agreement.	
GRANTEE	CITY OF AUSTIN
Signature:	Signature: Linda Moore-Cohns
SALVATION ARMY, THE (A GEORGIA CORPORATION) Lt. Colonel Ronnie Raymer, Texas Divisional Commander 501 East 8th Street Austin, TX 78701	City of Austin Purchasing Office PO Box 1088 Austin, TX 78767
Date: 06/24/2020	Date: 7/8/2020

#### **Program Work Statement**

#### Program Goals and Objectives

Goal A: To provide 242 beds of low barrier, housing focused emergency shelter, shelter diversion, and a safety net of emergency response services for single men and women toward the goal of making homelessness rare, brief and nonrecurring. Location: Salvation Army Social Service Center, 501 E. 8th St.

#### Objectives:

- 1. Men and women experiencing homelessness enter shelter and have their basic survival needs for safety, food, clothing, and hygiene met in a timely manner, 365 days per year at the Center OR they are diverted to other appropriate interventions as assessed at intake. At admission to shelter, residents have access to crisis intervention services through linkage to community resources and Salvation Army case management programs.
- 2. At intake, residents complete required HMIS documentation and are referred for the VI SPAT (coordinated assessment) which is available on site.

Goal B: To provide access to a broad array of supportive services at the Center that promote self-sufficiency and empower clients to transition out of poverty.

#### Objectives:

- 1. Clients are provided strengths-based, solution-focused case management and trauma informed supportive services within the first 30 days to assist them in formulating a plan to exit shelter using Housing First best practices.
- 2. Case managed clients are connected directly to a variety of affordable housing options and financial resources to assist with short term rapid rehousing.
- 3. Clients with higher barriers may be referred to longer term case management through the Passages Program or other community resources.

In October 2019, the Homeless Strategy Office partnered with the Ending Community Homelessness Coalition (ECHO), Austin Public Health, Downtown Austin Community Court, Neighborhood Housing and Community Development, and the Austin Police Department to co-convene the homeless provider community to design a strategy to address the encampments outside of the Austin Resource Center for the Homeless (ARCH). The Guided Path Pilot Project aims to both reduce the health and safety risks for those living in encampments and prevent and end homelessness through long term solutions. Expanded case management services are coordinated with other rapid re-housing resources to engage participants, locate and facilitate housing placement options, and provide housing stability services once participants exit homelessness into housing. Additional funding supports clients identified through the Guided Path Pilot and enrolled in Salvation Army's Pathways and Partnerships: Emergency Shelter program.

#### **Program Clients Served**

Pathways and Partnerships serves adult men and women experiencing homelessness who meet program eligibility at The Salvation Army Social Services Center. Adults must be at least 18 years of

#### **Program Work Statement**

age. As per assessment at intake, applicants may be diverted to other interventions as needed.

Compliance with Austin Public Health Eligibility Criteria

The eligibility criteria for the program is homelessness, so the agency will ensure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required for shelter clients.

#### **Program Services and Delivery**

#### A. Emergency Shelter

1.Strategies- Provide low-barrier, housing focused shelter (242 beds) designed to rapidly rehouse participants using Housing First best practices. Provide a safe daily living environment for adult men and women. Shelter includes three special needs programs. SafeSleep, an outreach program for chronically homeless single women, operates as a low barrier program with a daily sign-up from which many women eventually move into the regular dormitories. New Workers Dormitories where men and women employed full time have extra time in shelter to save money for housing. Salvation Army also coordinates with the City of Austin Emergency Management Team to provide Cold Weather Shelter during inclement weather when secondary shelters and churches must be staffed to accommodate overflow mat sleeping 2. Duration of Service- Duration of basic shelter services is typically 90 days. Extensions are considered on a case by case basis based on vulnerability and progress toward case plan goals achieved. Men and women who obtain full time employment may transition into the New Workers dormitories and stay an additional 90 days to save money for housing. (See Employment Services below).

#### B. Basic Needs Services

- 1. Strategies- Assist clients with basic survival needs in order to stabilize their crisis situation and allow them to transition to safe housing. Basic needs service for residents are provided in order to facilitate stability and include: 3 meals per day (including sack lunches) seven days a week, (one congregate meal per day is also open to the community), laundry and hygiene supplies, clothing and shoes, lockers, message and mail services, diapers, formula and school supplies, bus passes, and urgent medical care.
- Duration of Service- Most basic services are provided for the client's length of stay in shelter.
- C. Case Management
- 1. Strategies- Case managers utilize Progressive Engagement, Motivational Interviewing and Harm Reduction best practices to meet clients where they are and set goals to rapidly obtain housing and develop safe exit plans. Referrals to the Passages and BSS+ Program are linked to both transitional and permanent housing programs and direct financial assistance. Referrals are also made for income support, food stamps, medical care, health insurance, and mental health and substance abuse services.
- 2. Duration of Services- Length of stay in shelter. Those referred to permanent and transitional housing may continue for 18 months and are transferred from shelter case managers.
- D. Employment Services

#### **Program Work Statement**

- 1. Strategies- The primary goal of Employment Services is to assist each client in conducting a self-directed job search and securing full-time permanent employment. The secondary goal is to provide additional time in shelter for participants to stabilize employment and save money for housing.
- 2. Duration of Services- Job search time extensions for single adults is thirty (30) days. Once employed, single men and women may stay in the New Workers Dormitory for ninety (90) days and obtain housing.

#### System for Collecting and Reporting Program Data

All client information (demographics, universal data elements, and entry/exit information) is entered in Service Point (HMIS) by case managers within the required time frames. Job verifications are obtained from employers. Performance reporting relies on data reports run from the Service Point database as detailed in the Performance Definition Tool. Unduplicated client counts are measured from shelter entries and performance tracking is done from exiting data recording the destination and income changes and detailing these in the case plan and case notes. Performance outcomes/outputs are recorded in Partner Grants.

#### Performance Evaluation

Exit summaries are used to measure success in meeting outcome goals and client satisfaction with services. Reports run from Service Point are used to evaluate case management and shelter utilization goals. Case file review, group meetings monthly with program participants, and client needs assessments are used to evaluate service delivery and program design. The Program Committee of the Community Advisory Board reviews program progress reports monthly/quarterly and report out to the full advisory board as to whether each program is meeting its target objectives.

#### Quality Improvement

Salvation Army staff and Board work closely on long-term improvements, i.e. plans for various funding proposals to corporate groups and private foundations. A Program Committee of the Advisory Board including a formerly homeless person, meets with staff monthly to review program issues and track progress related to outcomes. The Area Commander convenes a full meeting of department directors and key staff monthly to plan special events and coordinate improvements. The Shelter and Residential Directors at Salvation Army provide quality improvement through the grievance procedure by reviewing and following up on all grievances. Clients also have the opportunity to appeal any grievance to the Director of Social Services.

#### Service Coordination with Other Agencies

TSA coordinates accommodation for emergency shelter with local resources i.e. ARCH, SAFE Alliance Foundation for the Homeless, and LifeWorks as well as shelters in Round Rock, Bastrop, San Marcos, and San Antonio. Salvation Army residents who enroll in case management or employment services are referred to other local resources as appropriate, including Goodwill Industries, Veterans Outreach, Adult Protective Services, ATCIC, WorkSource, Food Stamps, Austin Housing Authority and Austin Recovery, Foundation Communities as well as Salvation Army Adult Rehabilitation Center, Caritas BSS+. TSA staff provides bus passes for clients to access resources and coordinate exit plans using all available resources for housing, employment and supportive services (i.e., mental health and substance abuse, general health care).

#### **Program Work Statement**

#### Service Collaboration with Subgrantees

Formal collaborations exist with SAFE Alliance, Caritas Best Single Source Plus, Austin Housing finance Corporation, Supportive Services for Veteran's Families (thru Front Steps). Austin Energy Plus One, Emergency Food and Shelter Program, Religious Coalition to Assist the Homeless.

#### Community Planning Activities

The Salvation Army participates in a variety of community planning groups, primary among them The Ending Community Homelessness Coalition (ECHO). Social Services staff participate on multiple committees including the continuum of care work group, HMIS, housing work group, homeless count, rapid rehousing, policy and practice. The Salvation Army staff work closely with other agencies in the community through the Best Single Source Plus Collaboration, and Religious Coalition to Assist the Homeless. The Salvation Army collaborates as a planning member of the Downtown Alliance, and the Emergency Management Team for Cold Weather Shelter. Administrative Staff are on the Emergency Food and Shelter Program Board for Travis and Williamson counties and Volunteer Organizations Active in Disaster (VOAD). Additionally, Salvation army participates in the City of Austin's Shelter Planning Task Force.

#### **Program Performance**

Contract Term: 09/01/2015 - 09/30/2020 Program Period: 10/01/2019 - 09/30/2020

#### **Output - Unduplicated Clients Served**

City	Other	Total
Goal	Funding Goal	Program Goal
287	1,301	1,588

#### **Outcomes - City Business Plan**

		Goal
(Numerator / Del	nominator = Rate)	
Numerator	1B: Number of case-managed households that transition from homelessness into housing	713
Demoninator	1B: Number of households that exit the program	1,019
Rate	1B: Percent of case-managed households that transition from homelessness into housing	69.97%
		Goal
(Numerator / Dei	nominator = Rate)	
Numerator	2Aii: Number of individuals increasing employment income	302
Demoninator	2Aii: Number of individuals exiting the program	403
Rate .	2Aii: Percent of individuals increasing employment income	74.94%
		Goal
(Numerator / Dei	nominator = Rate)	
Numerator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding who received	1,019
Demoninator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding	1,217
Rate	1D: Percentage of Homeless Households residing in shelter programs receiving APH-funding who receive case management services	83.73%

#### Contract Term: 09/01/2015 - 09/30/2020 Program Period: 10/01/2019 - 09/30/2020

#### **Program Budget and Narrative**

	City Funds	Other Funds	Total
Personnel	\$770 pag 40	<b>#4.404.507.00</b>	
Salaries	\$773,660.40	\$1,104,567.00	\$1,878,227.40
Fringe and Payroll Taxes	\$0.00	\$0.00	\$0.00
	\$773,660.40	\$1,104,567.00	\$1,878,227.40
Operations		•	
General Operations	\$81,023.60	\$523,136.00	\$604,159.60
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$1,200.00	\$1,200.00
-	\$81,023.60	\$524,336.00	\$605,359.60
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$0.00	\$124,065.00	\$124,065.00
Client Food and Beverage	\$0.00	\$548,837.00	\$548,837.00
	\$0.00	\$672,902.00	\$672,902.00
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
·	\$0.00	\$0.00	\$0.00
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$1,078,211.00	\$1,078,211.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
	\$0.00	\$1,078,211.00	\$1,078,211.00
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$0.00	\$0.00	\$0.00
monany distance	\$0.00	\$0.00	\$0.00
Other			
Other	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$854,684.00	\$3,380,016.00	\$4,234,700.00

#### **Program Budget and Narrative**

Personnel
Program & shelter staff Annual salaries FICA, MC, Workers Comp, pension, Health insurance; Partial and full
salaries for Director Social Service, Shelter Director, Employment Services Coordinator, Men's Case Managers

Women's Case Managers, Residential Services Coordinator, Lead Monitors, Desk/Dorm Monitors, Case Management Supervisor, Intake Caseworker.

Desktop computers, printers, office furniture, office supplies for case management staff.

Assistance to Clients

Capital Outlay

**Deliverables Amount** 

Program Subgrantees

Program Income

Other



# Amendment No. 5 to Agreement No. 9100 NG150000035 for Social Services between SALVATION ARMY, THE (A GEORGIA CORPORATION) and the

(Pathways and Partnerships: EmergencyShelter)

CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is Seven Hundred Fifty Two Thousand Six Hundred Twenty Eight dollars (\$752,628). The total Agreement amount is recapped below:

	Term	Agreement Change Amount	Total Agreement Amount	
Basic Term:	(Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,864	
Amendment No. 1:	Add funds to Agreement and modify Exhibits	\$ 40,911	\$ 722,775	
Amendment No. 2:	Add funds to Agreement and modify Exhibits	\$ 11,082	\$ 733,857	
Amendment No. 3:	Add funds to Agreement and modify Exhibits	\$ 6,162	\$ 740,019	
Amendment No. 4:	Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019	\$ 252,628	\$ 992,647	
Amendment No. 5:	Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020	\$ 752,628	\$ 1,745,275	

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 - Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 - Program Work Statement. [Revised 10/29/2019]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 10/25/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 10/29/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:
  - 4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$752,628 (Seven Hundred Fifty Two Thousand Six Hundred Twenty Eight dollars).
- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

part of

8.0 All other Agreement terms and conditions	remain the same.
BY THE SIGNATURES affixed below, this Amer the above-referenced Agreement.	ndment is hereby incorporated into and made a
GRANTEE	CITY OF AUSTIN
Signature:	Signature:
SALVATION ARMY, THE (A GEORGIA CORPORATION)	City of Austin Purchasing Office
Lt. Colonel Ronnie Raymer, Texas Divisional Commander	PO Box 1088 Austin, TX 78767
501 East 8th Street Austin, TX 78701	
Date: 11/2/0/19	Date: 12/10/19

#### **Program Work Statement**

Contract Start Date

9/1/2015

Contract End Date

9/30/2020

#### **Program Goals And Objectives**

Goal A: Goal A: To provide 242 beds of low barrier, housing focused emergency shelter, shelter diversion, and a safety net of emergency response services for single men and women toward the goal of making homelessness rare, brief and non-recurring. Location: Salvation Army Social Service Center, 501 E. 8th St.,

Objectives:

1. Men and women experiencing homelessness enter shelter and have their basic survival needs for safety, food, clothing, and hygiene met in a timely manner, 365 days per year at the Center OR they are diverted to other appropriate interventions as assessed at intake. At admission to shelter, residents have access to crisis intervention services through linkage to community resources and Salvation Army case management programs.

2. At intake, residents complete required HMIS documentation and are referred for the VI SPAT (coordinated assessment) which is available on site.

Goal B: To provide access to a broad array of supportive services at the Center that promote self-sufficiency and empower clients to transition out of poverty.

Objectives:

- 1. Clients are provided strengths-based, solution-focused case management and trauma informed supportive services within the first 30 days to assist them in formulating a plan to exit shelter using Housing First best practices.
- 2. Case managed clients are connected directly to a variety of affordable housing options and financial resources to assist with short term rapid rehousing.
- 3. Clients with higher barriers may be referred to longer term case management through the Passages Program or other community resources.

#### **Program Clients Served**

Pathways and Partnerships serves adult men and women experiencing homelessness who meet program eligibility at The Salvation Army Social Services Center. Adults must be at least 18 years of age. As per assessment at intake, applicants may be diverted to other interventions as needed.

Compliance with Austin Public Health Eligibility Criteria

The eligibility criteria for the program is homelessness, so the agency will ensure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required for shelter clients.

#### **Program Services And Delivery**

#### A. Emergency Shelter

1. Strategies- Provide low-barrier, housing focused shelter (242 beds) designed to rapidly rehouse participants using Housing First best practices. Provide a safe daily living environment for adult men and women. Shelter includes three special needs programs. SafeSleep, an outreach program for chronically homeless single women, operates as a low barrier program with a daily sign-up from which many women eventually move into the regular dormitories. New Workers Dormitories where men and women employed full time have extra time in shelter to save money for housing. Salvation Army also coordinates with the City of Austin Emergency Management Team to provide Cold Weather Shelter during inclement weather when secondary shelters and churches must be staffed to accommodate overflow mat sleeping

2. Duration of Service- Duration of basic shelter services is typically 90 days. Extensions are considered on a case by case basis based on vulnerability and progress toward case plan goals achieved. Men and women who obtain full time employment may transition into the New Workers dormitories and stay an additional 90 days to save money for housing. (See Employment Services below).

Created 4/23/2015 10:38:00 AM

Last Modified, If Applicable 10/29/2019 9:58 AM

#### **Program Work Statement**

Contract Start Date

9/1/2015

Contract End Date

9/30/2020

#### B. Basic Needs Services

- 1. Strategies- Assist clients with basic survival needs in order to stabilize their crisis situation and allow them to transition to safe housing. Basic needs service for residents are provided in order to facilitate stability and include: 3 meals per day (including sack lunches) seven days a week, (one congregate meal per day is also open to the community), laundry and hygiene supplies, clothing and shoes, lockers, message and mail services, diapers, formula and school supplies, bus passes, and urgent medical care.
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#### C. Case Management

- Strategies- Case managers utilize Progressive Engagement, Motivational Interviewing and Harm Reduction best practices
  to meet clients where they are and set goals to rapidly obtain housing and develop safe exit plans. Referrals to the Passages
  and BSS+ Program are linked to both transitional and permanent housing programs and direct financial assistance. Referrals
  are also made for income support, food stamps, medical care, health insurance, and mental health and substance abuse
  services.
- 2. Duration of Services- Length of stay in shelter. Those referred to permanent and transitional housing may continue for 18 months and are transferred from shelter case managers.

#### D. Employment Services-

- Strategies- The primary goal of Employment Services is to assist each client in conducting a self-directed job search and securing full-time permanent employment. The secondary goal is to provide additional time in shelter for participants to stabilize employment and save money for housing.
- 2. Duration of Services- Job search time extensions for single adults is thirty (30) days. Once employed, single men and women may stay in the New Workers Dormitory for ninety (90) days and obtain housing.

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Created 4/23/2015 10:38:00 AM

Last Modified, If Applicable 10/29/2019 9:58 AM

#### **Program Work Statement**

Contract Start Date

9/1/2015

Contract End Date

9/30/2020

#### Collaboration

TSA coordinates accommodation for emergency shelter with local resources i.e. ARCH, SAFE Alliance Foundation for the Homeless, and LifeWorks as well as shelters in Round Rock, Bastrop, San Marcos, and San Antonio. Salvation Army residents who enroll in case management or employment services are referred to other local resources as appropriate, including Goodwill Industries, Veterans Outreach, Adult Protective Services, ATCIC, WorkSource, Food Stamps, Austin Housing Authority and Austin Recovery, Foundation Communities as well as Salvation Army Adult Rehabilitation Center, Caritas BSS+. TSA staff provides bus passes for clients to access resources and coordinate exit plans using all available

resources for housing, employment and supportive services (i.e., mental health and substance abuse, general health care).

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#### Community Planning Activities

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Created 4/23/2015 10:38:00 AM

Last Modified, If Applicable 10/29/2019 9:58 AM

#### **Program Performance Measures**

	Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Perfo 9/30	ormance End /2020	
			Outputs			
OP	Output Measure				Period Goal	
#	Description			City	Other *	Total
1	Total Number	of Undunlicated	Clients Served	287	1301	1588

#### **Program Performance Measures**

	Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Performance I 9/30/2020	End
			Outcomes		Total
OC	Outcome Meas	ure			Program
Item	Description				Goal
1 Num	Number of case	e-managed household	ds that transition from homelessne	ess into housing	681
1 Den	Number of hous	seholds that exit the p	orogram		974
1 Rate	Percent of case	-managed household	ds that transition from homelessne	ess into housing	69.92
2 Num	Number of indiv	viduals increasing em	ployment income		280
2 Den	Number of indiv	viduals exiting the pro	gram		373
2 Rate	Percent of indiv	iduals increasing em	ployment income		75.07
3 Num		eless households res anagement services	siding in shelter programs receivin	g HHSD-funding who	974
3 Den	Number of hom	eless households res	siding in shelter programs receiving	g HHSD funding	1217
3 Rate	an after the contract of the c	nomeless households se management servi	residing in shelter programs receices	iving HHSD funding	80

#### **Program Budget and Narrative**

Contract Term: 09/01/2015 - 09/30/2020 Program Period: 09/01/2015 - 09/30/2020

	City Funds	Other Funds	Total
Personnel	0700 040 00	04 404 507 00	
Salaries	\$700,212.00	\$1,104,567.00	\$1,804,779.00
Fringe and Payroll Taxes	\$0.00	\$0,00	\$0.00
	\$700,212.00	\$1,104,567.00	\$1,804,779.00
Operations			
General Operations	\$52,416.00	\$523,136.00	\$575,552.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Fraining/Travel Outside Austin and/or Travis County	\$0.00	\$1,200.00	\$1,200.00
	\$52,416.00	\$524,336.00	\$576,752.00
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$0.00	\$124,065.00	\$124,065.00
Client Food and Beverage	\$0.00	\$548,837.00	\$548,837.00
	\$0.00	\$672,902.00	\$672,902.00
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$1,078,211.00	\$1,078,211.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
	\$0.00	\$1,078,211.00	\$1,078,211.00
Program Income			
Program Income (Zero dollars budgeted for nonthly credit)	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Other			
Other	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$752,628.00	\$3,380,016.00	\$4,132,644.00

#### **Program Budget and Narrative**

#### Personnel

Program & shelter staff Annual salaries FICA, MC, Workers Comp, pension, Health insurance; Partial and full salaries for Director Social Service, Shelter Director, Employment Services Coordinator, Men's Case Managers, Women's Case Managers, Residential Services Coordinator, Lead Monitors, Desk/Dorm Monitors, Case Management Supervisor, Intake Caseworker.

#### **Operations**

Desktop computers, printers, office furniture, office supplies for case management staff.

Assistance to Clients

Capital Outlay

**Deliverables Amount** 

**Program Subgrantees** 

Program Income

Other



## Amendment No. 4 to Agreement No. NG150000035 for Social Services between SALVATION ARMY, THE

## (A GEORGIA CORPORATION) and the CITY OF AUSTIN

(Pathways and Partnerships: EmergencyShelter)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *Two Hundred Fifty Two Thousand*Six Hundred Twenty Eight dollars (\$252,628). The total Agreement amount is recapped below:

	Term	Agreement Change Amount	Total Agreement Amount
Basic Term:	(Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,864
Amendment No. 1	: Add funds to Agreement and modify Exhibits	\$ 40,911	\$ 722,775
Amendment No. 2	: Add funds to Agreement and modify Exhibits	\$ 11,082	\$ 733,857
Amendment No. 3	: Add funds to Agreement and modify Exhibits	\$ 6,162	\$ 740,019
Amendment No. 4	: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019	\$ 252,628	\$ 992,647

- 3.0 The following changes have been made to the original Agreement EXHIBITS:
  - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 6/6/2018]
  - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 6/6/2018]
- 4.0 The following Terms and Conditions have been MODIFIED:
  - 4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$252,628 (Two Hundred Fifty Two Thousand Six Hundred Twenty Eight dollars).
- 5.0 MBE/WBE goals were not established for this Agreement.

- Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE	GR	A	NT	Έ	E
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Signature:

SALVATION ARMY, THE (A CED RGIA CORPORATION)

Lt. Colonel Ronnie Raymer, Texas Divisional Commander

501 East 8th Street Austin, TX 78701

8/9/2018

CITY OF AUSTIN

Signature:

City of Austin
Purchasing Office PO Box 1088 Austin, TX 78767

#### **Program Performance Measures**

	Contract Start 10/1/2015	Contract End 9/30/2019	Period Performance Start 10/1/2018	Period Perfe 9/30	ormance En /2019	d
			Outputs			
OP	Output Measure				Period Goa	I
#	Description			City	Other	Total
1	Total Number	of Undunlicated	Clients Served	220	2680	2900

#### **Program Performance Measures**

	Contract Start 10/1/2015	<b>Contract End</b> 9/30/2019	Period Performance Start 10/1/2018	Period Performance I 9/30/2019	End	
		4	Outcomes		Total	
OC Item	Outcome Meas Description	ure			Program Goal	
1 Num	Number of case	e-managed househol	ds that transition from homelessn	ess into housing	400	
1 Den	Number of households that exit the program					
1 Rate	Percent of case	-managed household	ds that transition from homelessne	ess into housing	70.05	
2 Num	Number of indiv	viduals increasing em	ployment income		280	
2 Den	Number of individuals exiting the program					
2 Rate	Percent of individuals increasing employment income					
3 Num	Number of homeless households residing in shelter programs receiving HHSD-funding who receive case management services					
3 Den	Number of homeless households residing in shelter programs receiving HHSD funding				1720	
3 Rate	AND THE PERSON NAMED AND ADDRESS OF THE PARTY OF THE PART	nomeless households se management serv	residing in shelter programs receices	eiving HHSD funding	25	

#### Program Budget and Narrative

 Program Start
 10/1/2018

 Program End
 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$252,628.00	\$755,242.00	\$1,007,870.00
General Operations Expenses	\$0.00	\$1,427,627.00	\$1,427,627.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$2,970.00	\$2,970.00
Operations SubTotal	\$0.00	\$1,430,597.00	\$1,430,597.00
Food and Beverages for Clients	\$0.00	\$548,837.00	\$548,837.00
Financial Direct Assistance to Clients	\$0.00	\$192,084.00	\$192,084.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$740,921.00	\$740,921.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$252,628.00	\$2,926,760.00	\$3,179,388.00

#### **Detailed Budget Narrative**

#### Salaries plus Benefits

Program & shelter staff Annual salaries FICA, MC, Workers Comp, pension. Health insurance; Partial and full salaries for Dir. Social Service, Shelter Dir, Emp. Ser. Coor., Family case manager, Men's case manager, Women case managers, Residential service coor., Asst. facility managers, Dorm Monitor

General Op Expenses

**Program Subgrantees** 

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 3
to
Agreement No. NG150000035
for
Social Services
between
SALVATION ARMY, THE
(A GEORGIA CORPORATION)

### and the

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is Six Thousand One Hundred Sixty Two dollars (\$6,162). The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,864
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 40,911	\$ 722,775
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 11,082	\$ 733,857
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,162	\$ 740,019

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 12/7/2017]

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 <u>Agreement Amount</u>. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$740,019 (Seven Hundred Forty Thousand and Nineteen dollars), and \$252,628 (Two Hundred Fifty Two Thousand Six Hundred Twenty Eight dollars) per 12 month extension option, for a total Agreement amount of \$1,497,903. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

- 4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$252,628 (Two Hundred Fifty Two Thousand Six Hundred Twenty Eight dollars).
- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE	CITY OF AUSTIN
Signature:	Signature:
SALVATION ARMY THE (A GEORGIA CORPORATION) Lt. Colonel Ronnie Raymer, Texas Divisional Commander 501 East 8th Street Austin, TX 78701	City of Austin Purchasing Office PO Box 1088 Austin, TX 78767
Date: 01 04 /1 8	Date: 01/29/18

#### Program Budget and Narrative

		Period		Contract Start	9/1/2015
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$240,925.00	\$246,466.00	\$252,628.00	\$74	0,019.00
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0,00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$240,925.00	\$246,466.00	\$252,628.00	\$74	0,019.00
Total Period Percentage	32.56	33.31	34.14		

#### **Detailed Budget Narrative**

#### Salaries plus Benefits

Program & shelter staff Annual salaries Fica, MC, Workers Comp, pension. Health insurance; Partial and full salaries for Dir. Social Service, Shelter Dir, Emp. Ser. Coor., Family case manager, Men's case manager, Women case managers, Residential service coor., Asst. facility managers, Dorm Monitor

General Op Expenses

**Program Subgrantees** 

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

#### Applications Funded in Response to RFP EAD0116 Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C- 3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,93
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,72
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,95
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,54
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,69
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,42
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,20
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,66
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
				Total	\$96,391,362

\* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.



Amendment No. 2
to
Contract No. NG150000035
for
Social Services
between
SALVATION ARMY, THE
(A GEORGIA CORPORATION)
and the

**CITY OF AUSTIN** 

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *Eleven Thousand and Eighty Two dollars* (\$11,082). The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,864
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 40,911	\$ 722,775
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 11,082	\$ 733,857

- 3.0 The following changes have been made to the original contract EXHIBITS:
  - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 1/20/2017]
  - Exhibit E Business Associate Agreement is added to the Agreement.
- **4.0** The following Terms and Conditions have been MODIFIED:
  - Section 1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.
  - Section 4.1 <u>Agreement Amount</u>. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$733,857 (Seven Hundred Thirty Three Thousand Eight Hundred Fifty Seven

dollars), and \$246,466 (Two Hundred Forty Six Thousand Four Hundred Sixty Six dollars) per 12 month extension option, for a total Agreement amount of \$1,473,255. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

 The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

- 4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$246,466 (Two Hundred Forty Six Thousand Four Hundred Sixty Six dollars);
- 4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$246,466 (Two Hundred Forty Six Thousand Four Hundred Sixty Six dollars).
- Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.
- Section 4.4 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.
- Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.
- Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.
- Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against

which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

- 1. Alteration, construction, or relocation of facilities
- 2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
- 3. Equipment and other capital expenditures.
- 4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
- 5. Organization costs (costs in connection with the establishment or reorganization of an organization)
- Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
- 7. Selling and marketing
- 8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

- 1. Alcoholic beverages
- 2. Bad debts
- 3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
- 4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
- 5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
- 6. Deferred costs
- 7. Depreciation
- 8. Donations and contributions including donated goods or space
- 9. Entertainment costs, other than expenses related to client incentives
- 10. Fines and penalties (including late fees)
- 11. Fundraising and development costs
- 12. Goods or services for officers' or employees' personal use
- 13. Housing and personal living expenses for organization's officers or employees

- 14. Idle facilities and idle capacity
- 15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
- 16. Lobbying or other expenses related to political activity
- 17. Losses on other agreements or casualty losses
- 18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
- 19. Taxes, other than payroll and other personnel-related levies
- 20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 <u>Business Continuity</u>. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (*DBA*) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 <u>Public Information Act.</u> Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 <u>HIPAA Standards.</u> As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 <u>Political and Sectarian Activity.</u> No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 <u>Culturally and Linguistically Appropriate Standards (CLAS)</u>. The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvi=1&lvlid=6.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at https://www.lep.gov/fags/fags.html.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR	CITY OF AUSTIN
Signature:	Signature:
SALVATION ARMY, THE (A GEORGIA CORPORATION) Lt. Colonel Ronnie Raymer, Texas Divisional	City of Austin Purchasing Office PO Box 1088
Commander 501 East 8th Street Austin, TX 78701	Austin, TX 78767  Date: 7 70 / 70
Date: 3/21/17	Date.

#### Program Budget and Narrative

	Period			Contract Start	9/1/2015
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$240,925.00	\$246,466.00	\$246,466.00	\$733,857.00	
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$240,925.00	\$246,466.00	\$246,466.00	\$73	3,857.00
Total Period Percentage	32.83	33.59	33.59	3.5	25%

#### **Detailed Budget Narrative**

Salaries plus Benefits

Program & shelter staff Annual salaries Fica, MC, Workers Comp, pension. Health insurance; Partial and full salaries for Dir. Social Service, Shelter Dir, Emp. Ser. Coor., Family case manager, Men's case manager, Women case managers, Residential service coor., Asst. facility managers, Dorm Monitor

General Op Expenses

**Program Subcontractors** 

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

#### **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

#### RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. <u>Definitions</u>. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
  - 1. <u>Breach</u>. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  - 2. <u>Business Associate</u>. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  - 3. <u>Covered Entity</u>. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  - 4. <u>Designated Record Set</u>. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

- this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- 5. <u>HIPAA Rules</u>. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
- 6. <u>Individual</u>. "Individual" shall mean the person who is the subject of the protected health information.
- 7. <u>Incident</u>. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
- 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
- 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
- 10. <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
- 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
- 12. <u>Subcontractor.</u> "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
- 13. <u>Unsecured PHI</u>. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. <u>Purposes for which PHI May Be Disclosed to Business Associate</u>. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

- C. <u>Obligations of Covered Entity</u>. If deemed applicable by Covered Entity, Covered Entity shall:
  - provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
  - provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
  - notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI:
  - 4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
  - 5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
  - 6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
  - direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- D. <u>Obligations of Business Associate</u>. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
  - 1. <u>Use and Disclosure of PHI</u>. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
- (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
- (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. <u>Data Aggregation</u>. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. <u>De-identified Information</u>. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

#### 4. Safeguards.

- (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
- (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI either by revision of duties or termination shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

- 5. <u>Minimum Necessary</u>. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
- 6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
- 7. <u>Individual Rights Regarding Designated Record Sets.</u> If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - Individual Right to Copy or Inspection. Business Associate agrees that if it (a) maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 8. <u>Internal Practices, Policies and Procedures.</u> Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
- 9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

- 10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
- 11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
- 12. <u>Information Incident Notification for PHI</u>. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
- 13. <u>Information Breach Notification for PHI.</u> Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
- 14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
- 15. <u>Information Breach Notification for Other Sensitive Personal Information</u>. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
  - 1. <u>Use</u>. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  - Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  - 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

#### F. Application of Security and Privacy Provisions to Business Associate.

 Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

- 2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
- 3. <u>Privacy Provisions</u>. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
- 4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

#### G. Term and Termination.

- Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- 2. <u>Termination for Cause</u>. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement of an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. <u>Indemnification</u>. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- 2. <u>Mitigation</u>. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- 3. <u>Rights of Proprietary Information</u>. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- 4. <u>Survival</u>. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

- 5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
- 6. <u>Amendments</u>. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
- 7. <u>Choice of Law.</u> This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
- 8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- 9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
- 10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- 11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

- 12. <u>Severability</u>. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- 13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
- 14. <u>Headings</u>. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
- 16. <u>Interpretation</u>. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
- 17. <u>Regulatory References</u>. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Applications Funded in Response to RFP EAD0116	
Self Sufficiency Social Services	

		Self Sufficiency Social Services			ĺ	
Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount	
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600	
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698	
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474	
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752	
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640	
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938	
113	Travis County Domestic (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520	
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C- 3)	\$845,934	\$281,978	\$1,691,868	
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528	
111	Travis County Domestic (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000	
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910	
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442	
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498	
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754	
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452	
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000	
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000	
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282	
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500	
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000	
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866	
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780	
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916	
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200	
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224	
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600	
	D					

Evaluation Score	Agency Name	Program Name	37-Month Extension Options		Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum \$7,520,967 \$2,506,989 (C-13)		\$15,041,934	
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving \$1,002,735 \$334,2 Services, Adult Services		\$334,245	\$2,005,470
97	African American Youth Harvest Foundation			\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	ywca	YW Counseling & Referral Ctr (YWERC) \$348,714		\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime \$1,921,833 \$64		\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and \$1,293,750 \$43		\$431,250	\$2,587,500
•	Council on At-Risk Youth (CARY)	Ounce of Prevention \$480,000 \$160,0		\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
				Total	\$96,391,362

<sup>\*</sup> Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.



Amendment No. 1
to
Contract No. NG150000035
for
Social Services
between
SALVATION ARMY, THE

# (A GEORGIA CORPORATION) and the CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is *Forty Thousand Nine Hundred Eleven dollars* (\$40,911). The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 - Sept. 30, 2018)	n/a	\$ 681,684
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 40,911	\$ 722,775

- 3.0 The following changes have been made to the original contract EXHIBITS:
  - Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 3/18/2016]
  - Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 3/18/2016]
- 4.0 The following contract TERMS and CONDITIONS have been revised:

<u>Section 4.1</u> [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is *\$722,775* (Seven Hundred Twenty Two Thousand Seven Hundred Seventy Five dollars), and *\$240,925* (Two Hundred Forty Thousand Nine Hundred Twenty Five dollars) per twelve (12) month extension option, for a total Contract amount of \$1,455,550. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

- 4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$240,925 (Two Hundred Forty Thousand Nine Hundred Twenty Five dollars);
- 4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$240,925 (Two Hundred Forty Thousand Nine Hundred Twenty Five dollars);
- 4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$240,925 (Two Hundred Forty Thousand Nine Hundred Twenty Five dollars).
- 5.0 MBE/WBE goals were not established for this Contract.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR	CITY OF AUSTIN
Signature:	Signature
SALVATION ARMY, THE (A GEORGIA CORPORATION) Lt. Col. Ken Luyk, Texas Divisional Commander 501 East 8th Street Austin, TX 78701	City of Austin Purchasing Office PO Box 1088 Austin, TX 78767
Date: 3/31/16	Date: 5 21 2015

# **Program Performance Measures**

				Period		Contract
			1	2	3	Term
		tart Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
		End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018
				Period		Contract
Out	tputs		1	2*	3*	Contract Term **
ID	Output Measure Description					
1	Total Number of Unduplicated Clients Ser	rved	220	220	220	625
Out	tcomes			Period		Contract
ID	Outcome Measure Description		1	2*	3*	Contract Term **
	Number of case-managed households that from homelessness into housing	at transition	400	400	400	1200
1B	Number of households that exit the progra	am	571	571	571	1713
	Percent of case-managed households that from homelessness into housing	t transition	70.05	70.05	70.05	70.05
	Number of individuals increasing employmence	nent	280	280	280	840
2Aii	Number of individuals exiting the program		373	373	373	1119
	Percent of individuals increasing employment	nent income	75.07	75.07	75.07	75.07
	Number of homeless households residing programs receiving HHSD-funding who re management services		430	430	430	1290
	Number of homeless households residing programs receiving HHSD-funding	in shelter	1720	1720	1720	5160
	Percentage of homeless households resid shelter programs receiving HHSD-funding receive case management services		25	25	25	25

<sup>\*</sup> Goal Served May Include Carry-Over From Previous Period

<sup>\*\*</sup> Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

# Program Budget and Narrative

	,	Period 2	3	Contract Start	9/1/2015 9/30/2018	
	.1	2	3	Contract Ena	9/30/2018	
Period Start Date	9/1/2015	10/1/2016	10/1/2017			
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total	
Salary plus Benefits	\$240,925.00	\$240,925.00	\$240,925.00	\$72	2,775.00	
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00	
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00	
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00	
Conferences	\$0.00	\$0.00	\$0.00		\$0.00	
Operations SubTotal	\$0.00	\$0.00	\$0.00		\$0.00	
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00	
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00	
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00	
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00	
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00	
Total	\$240,925.00	\$240,925.00	\$240,925.00	\$722	2,775.00	
Total Period Percentage	33.33	33.33	33.33			

#### Detailed Budget Narrative

Salaries plus Benefits

12.125 FTE's (Program & shelter staff) Annual salaries 168,648.
Fica 6.2% gross, MC 1.45% gross, Workers Comp 2.41% gross, pension
6% of gross after 1 year employment. Health insurance \$860 per eligible employee per month
after 3 months employment. Benefits = 72,277
Dir. Social Service .125, Shelter Dir 1, Emp. Ser. Coor. 1, Family case manager 1, Men's case
manager 1, Women case managers 2, Residential service coor. 1, Asst. facility managers 4,
Monitor 1

General Op Expenses

**Program Subcontractors** 

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



# THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

- 1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
- 2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
- 3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
- 4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference: May 1996

# The Salvation Army Offer Sheet for Solicitation No. EAD0116

### Attachments/Forms:

Section 0605 Local Business Presence Identification

Section 0615 Connection to Self-Sufficiency Goals and Categories

Section 0640 Program Performance Measures and Goals

Section 0645 Program Staff Positions and Time

Section 0650 Program Budget and Narrative

Section 0655 Program Funding Summary

Section 0835 Non-Resident Bidder Provisions



## CITY OF AUSTIN, TEXAS

# Purchasing Office RE UEST FOR APPLICATION (RFA)

**SOLICITATION NO: EAD0116** 

**DATE ISSUED**: 2/24/14

COMMODITY CODE: 95243

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov
Questions regarding the RFA shall be sent to

CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social

Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND** 

TIME OPTION ONE: 3/5/14, 2 PM - 4 PM, local time

**LOCATION**: Rutherford Lane Campus, Building 1 Auditorium

1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATROY** PRE-PROPOSAL CONFERENCE DATE AND

**TIME OPTION TWO**: 3/19/14, 9 AM - 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium

1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local

time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

#### All documents shall be submitted the address below:

City of Austin, Purchasing Office	
Municipal Building	
124 W 8 <sup>th</sup> Street, Rm 308	
Austin, Texas 78701	
Reception Phone: (512) 974-2500	

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

# SUBMIT 1 ORIGINAL AND ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR FLASH DRIVE

SIGNATURE FOR SUBMITTAL RE UIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308

Austin, Texas 78701 phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

l agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor\_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: The Salvation Army, A Georgia Corporation - Austin Area Command
Federal Tax ID No.:
Printed Name of Officer or Authorized Representative: Lt. Col. Ken Luyk
Title: Texas Divisional Commander
Signature of Officer or Authorized Representative:
E-Mail Address: ken-luxk @ uss. salvationarmy.org
Phone Number: 214 - 956 - 6000

\* Application response must be submitted with this Offer sheet to be considered for award



#### CONTRACT BETWEEN

### THE CITY OF AUSTIN AND THE SALVATION ARMY, A GEORGIA CORPORATION

### FOR SOCIAL SERVICES

#### CONTRACT NO. NG150000035

CONTRACT AMOUNT: \$681,864

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and The Salvation Army, A Georgia Corporation ("Contractor"), a Georgia non-profit corporation, having offices at 501 East 8th Street, Austin, TX 78701.

#### SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 <u>Engagement of the Contractor</u>. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.
- 1.2 <u>Responsibilities of the Contractor</u>. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.
- 1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.
- 1.4 <u>Designation of Key Personnel</u>. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.
  - 1.4.1 The City's Contract Manager, Natasha Ponczek Shoemake or designee:
    - may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and
    - -shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

- 1.4.2 Contractor's Contract Manager, Lt.Col. Henry Gonzalez, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.
- 1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

#### SECTION 2. TERM

- 2.1 <u>Term of Contract</u>. The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.
  - 2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

#### SECTION 3. PROGRAM WORK STATEMENT

3.1 <u>Contractor's Obligations</u>. The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

#### SECTION 4. COMPENSATION AND REPORTING

- 4.1 <u>Contract Amount</u>. The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is \$681,864 (Six Hundred Eighty One Thousand Eight Hundred Sixty Four dollars), and \$227,288 (Two Hundred Twenty Seven Thousand Two Hundred Eighty Eight dollars) per twelve (12) month extension option, for a total Contract amount of \$1,363,728. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.
  - 4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.
    - 4.1.1.1 <u>Budget Revision</u>: The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:
      - The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
      - ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
      - the transfers will not change the nature, performance level, or scope of the program funded under this Contract.
    - 4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.
      - The CONTRACTOR must submit a Budget Revision Form to the City prior to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.
  - 4.1.2 Payment to the Contractor shall be made in the following increments:

- 4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$227,288 (Two Hundred Twenty Seven Thousand Two Hundred Eighty Eight dollars);
- 4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$227,288 (Two Hundred Twenty Seven Thousand Two Hundred Eighty Eight dollars);
- 4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$227,288 (Two Hundred Twenty Seven Thousand Two Hundred Eighty Eight dollars).

#### 4.2 Requests for Payment.

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- · General Ledger Detail report from the contractor's financial management system
- · Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system.
- · Payroll reports and summaries, including salary allocation reports and signed timesheets
- · Receipts and invoices
- · Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

- 4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- 4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 Payment.

- 4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.
- 4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;
  - 4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or
- 4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.
- 4.4 Non-Appropriation. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 4.5 <u>Travel Expenses</u>. All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

#### http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

#### 4.6 Final Payment and Close-Out.

- 4.6.1 The making and acceptance of final payment will constitute:
  - 4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - 4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### 4.7 Financial Terms.

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

- 4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.
- 4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.
- 4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.
- 4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.
- 4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.
- 4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### 4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

- 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.
- 4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:
  - 1. Be reasonable for the performance of the activity under the Contract.
  - Conform to any limitations or exclusions set forth in this Contract.
  - 3. Be consistent with policies and procedures that apply uniformly to both governmentfinanced and other activities of the organization.
  - Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
  - Be adequately documented.
- 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

- 1. Alteration, construction, or relocation of facilities
- 2. Depreciation.
- 3. Equipment and other capital expenditures.
- Interest, other than mortgage interest as part of a pre-approved budget under this Contract
- Organization costs (costs in connection with the establishment or reorganization of an organization)
- Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
- Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
- Selling and marketing
- 9. Travel/training outside Travis County
- 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:
  - 1. Alcoholic beverages
  - 2. Bad debts
  - Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
  - Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
  - Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
  - 6. Deferred costs
  - Donations and contributions including donated goods or space
  - 8. Entertainment costs
  - Fines and penalties (including late fees)
  - Fundraising and development costs
  - 11. Goods or services for officers' or employees' personal use
  - 12. Housing and personal living expenses for organization's officers or employees
  - 13. Idle facilities and idle capacity
  - Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
  - 15. Lobbying or other expenses related to political activity
  - 16. Losses on other agreements or contracts or casualty losses
  - 17. Taxes, other than payroll and other personnel-related levies

#### 4.9 Reports.

- 4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.
- 4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

- 4.9.3 An annual Contract Progress Report, using the forms shown at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.
- 4.9.4 A Contract Closeout Summary report using the forms shown at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.
- 4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <a href="http://www.ctkodm.com/austin/">http://www.ctkodm.com/austin/</a>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.
- 4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.
- 4.10 Contractor Policies and Procedures. Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

#### 4.11 Monitoring and Evaluation.

- 4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.
- 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.
- 4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.
- 4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### 4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

- 4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.
- 4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.
- 4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.
- 4.12.5 The City will contact the independent auditor to verify:
  - That the auditor completed the financial audit report/financial review received from the Contractor;
  - That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
  - The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.
- 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.
  - Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
  - In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
    - The Board of Directors, or a committee of the Board, has met with the independent auditor;
    - The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

#### 4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

#### 4.13 Ownership of Property.

- 4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.
- 4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.
- 4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.
- 4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

#### SECTION 5. TERMINATION

- 5.1 <u>Right To Assurance</u>. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 <u>Default</u>. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 <u>Termination Without Cause</u>. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 <u>Fraud.</u> Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

#### SECTION 6. OTHER DELIVERABLES

6.1 Insurance. The following insurance requirements apply.

#### 6.1.1 General Requirements

- 6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.
- 6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

- 6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 6.1.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - 6.1.2.1 <u>Commercial General Liability Insurance</u>. The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
    - 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
    - 6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.
- \* <u>Supplemental Insurance Requirement</u>. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

#### 6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage
- 6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
  - 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
  - 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
  - 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

#### 6.1.2.4 Professional Liability Insurance.

- 6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.
- 6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.
- 6.1.2.5 <u>Blanket Crime Policy Insurance</u>. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.
- 6.1.2.6 <u>Directors and Officers Insurance</u>. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.
- 6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- 6.1.2.8 <u>Endorsements</u>. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- 6.1.2.9 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

#### 6.2 Equal Opportunity.

6.2.1.1 Equal Employment Opportunity. No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

- 6.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3 <u>Inspection of Premises</u>. The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 <u>Publications</u>. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

#### SECTION 7. WARRANTIES

- 7.1 <u>Authority.</u> Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 Performance Standards. Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## SECTION 8. MISCELLANEOUS

- 8.1 <u>Criminal Background Checks.</u> Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
  - 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (Source: City of Austin Ordinance 20051201-013)

8.3 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

### 8.4 Indemnity.

#### 8.4.1 Definitions:

- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
  - 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 8.5 <u>Claims.</u> If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 <u>Business Continuity</u>. Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 <u>Notices</u>. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City: To the Contractor: With copy to: City of Austin, Health and Salvation The City of Austin Health and Human Georgia Corporation Human Services Department Services Dept. Community Services Division ATTN: Stephanie Hayden, ATTN: Lt.Col. Henry ATTN: Shannon Jones, **Assistant Director** Gonzalez, Executive Director Director 7201 Levander Loop, Bldg. H 501 East 8th Street 7201 Levander Loop, Bldg. E Austin, TX 78702 Austin, TX 78701 Austin, TX 78702

- 8.8 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 Advertising. Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 <u>Gratuities</u>. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 <u>Independent Contractor</u>. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 <u>Assignment-Delegation</u>. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 <u>Modifications</u>. The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 <u>Interpretation</u>. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

## 8.18 Dispute Resolution.

- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

### 8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

## 8.20 Living Wage Policy

[Reserved]

### 8.21 Subcontractors.

- 8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - 8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.
  - 8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - 8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - 8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - 8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- 8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.
- 8.22 <u>Jurisdiction And Venue</u>. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23 <u>Invalidity</u>. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 8.24 Holidays. The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED		
New Year's Day	January 1		
Martin Luther King, Jr's Birthday	Third Monday in January		
President's Day	Third Monday in February		
Memorial Day	Last Monday in May		
Independence Day	July 4		
Labor Day	First Monday in September		
Veteran's Day	November 11		
Thanksgiving Day	Fourth Thursday in November		
Friday after Thanksgiving	Friday after Thanksgiving		
Christmas Eve	December 24		
Christmas Day	December 25		

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 <u>Survivability of Obligations</u>. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 <u>Non-Suspension or Debarment Certification.</u> The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

THE SALVATION ARMY, A GEORGIA CORPORATION

Signature: \_

Name: Lt. Col. Ken Luyk

Title: Texas Divisional Commander

Date: 6/9/15

CITY OF AUSTIN

Signature:

Name: NAMBS SU

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**EXHIBITS** 

Exhibit A - Program Forms

A.1 Program Work Statement

A.2 Program Performance Measures

A.3 Client Eligibility Requirements

Exhibit B - Program Budget Forms

**B.1** Program Budget and Narrative

Exhibit C - Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D- Homeless Management Information System (HMIS) Reporting Requirements

## **Program Work Statement**

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

## **Program Goals And Objectives**

Goal A: To provide a safety net of basic emergency services to meet the needs of homeless and low income men, women, and children at The Salvation Army Social Service Center, 501 E. 8th St., Austin, Texas.

Objectives:

1. Homeless and low income people have their basic survival needs for safety, emergency shelter, food, clothing, and hygiene met in a timely manner, 365 days per year at the Center.

2.Homeless and low income people have access to crisis intervention services and urgent medical care to stabilize their crisis situation through on-site services and linkage to community resources. In situations where clients have mental health crises, medical emergencies, substance use emergencies, or need medical care, we refer these individuals to all the appropriate emergency services such as Austin Travis County Integral Care (ATCIC), an on-site Community Care clinic, local hospitals, Child Protective Services (CPS), Adult Protective Services (APS), Mental Health Officers (MHO), or Psychiatric Emergency Services (PES).

Goal B: To provide access to a broad array of supportive services at the Center that promote self-sufficiency and empower clients to transition out of poverty.

Objectives:

- Homeless and low income people are provided strength- based, solution- focused case management and trauma informed supportive services through the program.
- 2.Utilizing a strategy of progressive engagement, case managers assist homeless and low income people to develop selfsufficiency plans to obtain earned income and financial resources.
- 3. Through community partnerships, case managers connect homeless and low income people to a variety of affordable housing options and financial resources to assist with housing start-up costs.

## **Program Clients Served**

Pathways and Partnerships serves homeless and low-income men, women, and children at The Salvation Army Social Services Center. Youth under 18 unaccompanied by parents are referred to LifeWorks.

Compliance with HHSD Eligibility Criteria

The eligibility criteria for the program is homelessness, so the agency will ensure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required for shelter clients.

#### Program Services And Delivery

A.Emergency Shelter

1.Strategies- Provide open access to shelter (242 beds) and basic needs services (food, hygiene, clothing, etc.) year around. Shelter operates at near capacity and coordinates with other similar services in the region to refer applicants who can not be served. Staff strive to provide safety for vulnerable populations and to engage as many participants as possible in longer-term services to promote self-sufficiency and stability. Salvation Army coordinates with the City of Austin Emergency Management Team and other community programs to provide Cold Weather Shelter to thousands of homeless men, women and children during periods of freezing weather when secondary shelters must be staffed to accommodate overflow mat sleeping

2. Duration of Service- Duration of services is typically 7-90 days. Extensions are considered on a case by case basis based on need and progress toward case plan goals achieved. Single adults are admitted through a daily lottery. Families are admitted through a call back list due to the high demand for family shelter. The Safe Sleep Program for chronically homeless single women is a low demand outreach program designed to provide safety for this vulnerable population. Safe Sleep holds an evening sign up for cots and mats from which many women move into the regular dormitories.

#### **B.Basic Needs Services**

1.Strategies- Assist clients with basic survival needs in order to stabilize their crisis situation and allow them to transition to safe housing. Basic needs service for residents are provided in order to facilitate stability and include: 3 meals per day (including sack lunches) seven days a week, (one congregate meal per day is also open to the community), laundry and hygiene supplies, clothing and shoes, lockers, message and mail services, diapers, formula and school supplies, bus passes, and urgent medical care.

2. Duration of Service- Most basic services are provided for the client's length of stay in shelter.

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Last Modified, If Applicable 4/23/2015 12:54:00 PM

## **Program Work Statement**

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

C.Case Management

1. Strategies- The goal of case management is, at a minimum, to assist each client in formulating a self-sufficiency plan and linking them to supportive services. Participants are encouraged to establish goals related to improving their income and/or education, address barriers to housing, i.e. debt, warrants, credit, and develop a safe exit plan. Other supportive services include life skills training, Computer Learning Lab, Child Family Therapy, After School Care, Summer Day Camp, holiday assistance, AA and NA.

2.Duration of Services- Case Management continues up to the time that the client exits the shelter. Many are then referred to long-term case management and housing programs in the community.

D.Employment Services-

1.Strategies- The primary goal of Employment Services is to assist each client in conducting a self-directed job search and securing full-time permanent employment. The secondary goal is to provide short-term transitional shelter (90) days and a savings program (40%) of net pay so that the clients can save start-up funds for housing costs.

2.Duration of Services- Job search time extensions for single adults is thirty (30) days. Once employed, single men and women may stay in the Workers Dormitory for ninety (90) days as long as they save money for housing.

## System for Collecting and Reporting Program Data

System for collecting & reporting program data:

All client information is entered into an ACCESS Data Program on a daily basis. Job verifications are obtained from employers as well as hours and pay rates. Worker dorm enrollments are tracked weekly for unduplicated counts. Cases are staffed weekly for purposes of evaluation and consideration of extensions. All required elements are entered in Homeless Management Information System (HMIS) on a daily basis.

## Performance Evaluation

The program utilizes a case plan format to track progress and referral to resources. These case plans and weekly case management staffings are developed to ensure that all residents are being connected to shelter resources such as life skills, parenting skills, child care, mental health, health related services and education programs. Outcomes are tracked in an ACCESS database and calculated on a monthly and quarterly basis. Staffings are attended by Shelter Director, Program Coordinator, and Case Managers. The Program Committee of the Community Advisory Board reviews program progress reports monthly and report out to the full advisory board as to whether each program is meeting its target objectives.

#### Quality Improvement

Salvation Army staff and Board work closely on long-term improvements, i.e. plans for the upcoming Capital Campaign and various funding proposals to corporate groups and private foundations.

A Program Committee of the Advisory Board including a formerly homeless person, meets with staff monthly to review program issues and track progress related to outcomes. The Area Commander convenes a full meeting of department directors and key staff every week to plan special events and coordinate improvements. The Shelter and Residential Directors at Salvation Army provide quality improvement through the grievance procedure by reviewing and following up on all grievances. Clients also have the opportunity to appeal any grievance to the Director of Social Services. Dorm meetings are also held to solicit input from residents.

### Service Coordination with Other Agencies

TSA coordinates accommodation for emergency shelter with local resources i.e. ARCH, SafePlace, Foundation for the Homeless, and LifeWorks as well as shelters in Round Rock, Bastrop, San Marcos, and San Antonio. Salvation Army residents who enroll in case management or employment services are referred to other local resources as appropriate, including Capital Area Food Bank, Trinity Center, AISD Project Help, Travis County, area churches, Central Health, Adult and Child Protective Services, Hope Alliance, Bridge, ATCIC, TANF, WorkSource, Goodwill, WIC, Food Stamps, Austin Housing Authority and Austin Recovery, Integral Care, Saint Louise House, Boys and Girls Club, Austin Recreation Centers, as well as Salvation Army Adult Rehabilitation Center and Thrift Store, Foundation Communities, Caritas BSS+, VinCare, and VA Supportive Services for Veterans Families. TSA staff provides bus passes for clients to access resources and coordinate exit

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Last Modified, If Applicable 4/23/2015 12:54:00 PM

## **Program Work Statement**

Contract Start Date 9/1/2015 Contract End Date 9/30/2018 plans using all available resources for housing, employment and supportive services (i.e. child care, mental health and substance abuse, general health care).

## Service Collaboration with Other Agencies

This section does not apply because it is not a collaborative as defined the City of Austin.

## Community Planning Activities

The Salvation Army participates in a variety of community planning groups, primary among them The Ending Community Homelessness Coalition (ECHO). Social Services staff participate on multiple committees including the continuum of care work group, HMIS, housing work group, homeless count, steering committee for coordinated assessment, and participate in the homeless resource fairs. The Salvation Army staff work closely with other agencies in the community through the Best Single Source Plus Collaboration, and Religious Coalition to Assist the Homeless. Within the neighborhood of the 8th Street location, the Salvation Army collaborates as a planning member of the Downtown Alliance, Downtown Cluster of Churches, and the Downtown Service Providers Safety Planning Group. Administrative Staff are on the Emergency Food and Shelter Program Board for Travis and Williamson counties and Volunteer Organizations Active in Disaster (VOAD). Additionally, ASWC staff participates in planning with Region XIII through the Texas Education Agency.

## **Program Performance Measures**

			Period		
		1	2	3	Contract Term
	Start Date End Date	10/1/2015 9/30/2016	10/1/2016 9/30/2017	10/1/2017 9/30/2018	9/1/2015 9/30/2018
			Period		15 miles
Ou	tputs	1	2*	3*	Contract Term **
ID	Output Measure Description				10/111
1	Total Number of Unduplicated Clients Served	208	208	208	590
Out	tcomes		Period		
ID	Outcome Measure Description	1	2*	3*	Contract Term **
	Number of case-managed households that transition from homelessness into housing	400	400	400	1200
1B	Number of households that exit the program	571	571	571	1713
	Percent of case-managed households that transition from homelessness into housing	70.05	70.05	70.05	70.05
	Number of individuals increasing employment income	280	280	280	840
2Aii	Number of individuals exiting the program	373	373	373	1119
	Percent of individuals increasing employment income	75.07	75.07	75.07	75.07
	Number of homeless households residing in shelter programs receiving HHSD-funding who receive case management services	430	430	430	1290
	Number of homeless households residing in shelter programs receiving HHSD-funding	1720	1720	1720	5160
	Percentage of homeless households residing in	25	25	25	25

receive case management services

shelter programs receiving HHSD-funding who

<sup>\*</sup> Goal Served May Include Carry-Over From Previous Period

<sup>\*\*</sup> Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

# City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

### GENERAL

- > Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - Annual certification of client eligibility
  - Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- > Homeless clients:
  - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - Clients in programs serving victims of violence are not subject to residency or income requirements
  - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

## IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - A government –issued identification; or
  - A signed Self-Declaration of Identity supported by client residency documentation

### RESIDENCY

- > City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<a href="http://www.austintexas.gov/gis/JurisdictionsWebMap/">http://www.austintexas.gov/gis/JurisdictionsWebMap/</a>)
    - Travis County Appraisal District website (<a href="http://www.traviscad.org">http://www.traviscad.org</a>)

## City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

U.S. Postal Service website (verification of County only) (www.usps.com)

## INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is
        one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and
        supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### (1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### (2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

## City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.
- Client income amounts must reflect Gross Income, before any deductions
- > If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

## Program Budget and Narrative

		Period		Contract Start	9/1/2013
	1	2	3	Contract End	9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$227,288.00	\$227,288.00	\$227,288.00	\$68	1,864.00
General Operations Expenses .	\$0.00	\$0.00	\$0.00		\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	- \$0.00	\$0.00	\$0.00		\$0.00
Total	\$227,288.00	\$227,288.00	\$227,288.00	\$681	,864.00
Total Period Percentage	33.33	33.33	33.33		

## Detailed Budget Narrative

Salaries plus Benefits

10.125 FTE's (Program & Shelter Staff), Salaries total annual \$157,877. Fica .062 of gross, MC .145 of gross, Workers comp .0251 of gross, Pension .06 of gross. Insurance \$9,600 per person per year, Dir. Social Services .125, Shelter Dir. 1, Family Case Mgr. 1, Men's Case Mgr. 1, 3 Women's Case Mgrs. 3, Residential Service Coord. 1, 3 Asst. Facility Mgrs. 3

General Op Expenses

**Program Subcontractors** 

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

## City of Austin, Texas EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
  - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
  - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
  - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
  - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
  - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
  - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

## City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this	95	day of June	, 2015	5
			CONTRACTOR	The Salvation Army, a GA-Corp - Austin To
			Authorized Signature	- KAV
			Title	Texas Divisional Commander

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## HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

## Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS**: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to <a href="CityHSRFA2014@austintexas.gov">CityHSRFA2014@austintexas.gov</a> by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <a href="http://austintexas.gov/article/social-services-solicitation">http://austintexas.gov/article/social-services-solicitation</a>

**2. INSURANCE:** Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

## II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

### A. Workers Compensation and Employers Liability Insurance

- Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Employers' Liability limits are

\$100,000 bodily injury each accident

\$100,000 bodily injury by disease

\$500,000 policy limit

- 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

## **B.** Commercial General Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence for coverage A and B.

\*Supplemental Insurance Requirement

If eldercare, childcare, or housing for clients is provided, the required limits shall be:

\$1,000,000 per occurrence

- 2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
- 3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
- 4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

#### C. Business Automobile Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- 2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

### D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

## E. Blanket Crime Policy Insurance

A Blanket Crime Policy providing coverage for employee dishonesty shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

#### F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

#### G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.
- **III.** Endorsements: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

#### 3. TERM OF CONTRACT:

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

## 4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <a href="http://www.epa.gov/cpg/">http://www.epa.gov/cpg/</a>.
- **5.** <u>INTERLOCAL PURCHASING AGREEMENTS</u>: (applicable to competitively procured goods/services contracts).
  - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
  - A. Patents: As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
  - B. Copyrights: As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. Additional Assignments: The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

## 1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

## 1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

## 1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. Adults and Families: Focuses on assisting adults and families with meeting theirs essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. Seniors & Persons with Disabilities: With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## 2. BACKGROUND

## A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. School Readiness Action Plan (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. Travis County Community Impact Report (2012), Travis County HHS & VS
- d. Hunger and Homelessness Survey (Dec 2012), The U.S. Conference of Mayors
- e. CAN Community Dashboard (2012, 2013), Community Advancement Network
- f. Permanent Supportive Housing Strategy (September 2010), City of Austin & CSH
- g. Home Health Quality Initiative (April 2013), Centers for Medicare & Medicaid Services
- h. 10 Year Plan to End Homelessness (2010), Ending Community Homelessness Coalition

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. American Community Survey (2012), U.S. Census Bureau and the Travis County Snapshot from the 2012 American Community Survey, Travis County HHS & VS
- j. SAMHSA's National Registry of Evidence-based Programs and Practices (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- 1. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations (2013), Mayor's Task Force on Aging
- n. Imagine Austin (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

## 3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

## a. Early Childhood:

- 1. READY FAMILIES GOALS: Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
- 2. READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS: Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
- 3. READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS: Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
- 4. READY CHILDREN GOALS: Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.

(School Readiness Action Plan)

#### b. Youth:

1. Children, youth and young adults:

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. Are physically healthy
- ii. Are physically safe
- iii. Respect diversity and demonstrate empathy and pro-social behaviors
- iv. Engage in community, school and/or extracurricular activities
- v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
- vi. Have good mental health and are emotionally resilient
- vii. Avoid risky behaviors
- viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
- xii. Are productive and equipped to reach financial self-sufficiency

## (Ready by 21)

### c. Adults and Families:

- 1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
- 2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (*Ending Community Homeless Coalition ECHO*). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
- 3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (*Behavioral Health Planning Partnership*).
- 4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

Section 0500 – Scope of Work

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

#### d. Seniors & Persons with Disabilities:

#### 1. Seniors:

- i. Provide a continuum of services and supports that help older adults "age in place/community" and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

## (Mayor's Task Force on Aging 2013)

## 2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person's Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; "Community Integration for People with Disabilities: Key Principles.")

## 4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

"Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all."

Imagine Austin's core mission statements, as they relate to the City's social service investments, are as follows:

**Austin is Livable**: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

a. Austin's diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated**: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous**: Austin's prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

(http://assets.austintexas.gov///webiacpfullreduced.pdf).

## 5. PROGRAM STRATEGIES & TARGET POPULATION

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

## 6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

- 1. Percent of households that maintain housing or transition into housing
- 2. Percent of individuals who maintain or increase income
- 3. Percent of individuals who make progress toward treatment plan goals
- 4. Percent of children and youth who progress to the next developmental or academic level
- 5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

- 1. Number of unduplicated clients served per 12-month contract period
- 2. Number of unduplicated clients served during the initial 36-month contract period

## 7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

## 8. FUNDING INFORMATION

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood \$949,416
    - ii. Youth \$1,961,339
    - iii. Adults and Family \$7,327,622
    - iv. Seniors and People with Disabilities \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

## 9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

## 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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# CITY OF AUSTIN PURCHASING OFFICE PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: EAD0116

## **APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

## ENVELOPE #1 - THRESHOLD REVIEW

This sealed envelope must contain the following:

- 1. Application Threshold Checklist Section 0610
- 2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST

[NAME OF AGENCY]

[NAME OF PROPOSED PROGRAM]

## **ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

- 1. Executive Summary
- 2. Application
- 3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS

[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.

## **Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

## CITY OF AUSTIN PURCHASING OFFICE

## PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: EAD0116

- 2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
- 3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
- 4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
- 5. A brief summary of the proposed program strategy/strategies
- 6. The amount of funding requested
- 7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

## **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

## **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed <u>25 (twenty-five) pages</u>, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An <u>additional 5 (five) pages</u> is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

## CITY OF AUSTIN PURCHASING OFFICE

## PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: EAD0116

informational sequence:

## Part I – Program Overview and Strategy

## A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

- 1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV Bonus Evaluation Points, Section A Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

## **B.** Target Population(s) for the Goal(s)

- 1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
- 2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

**Total points: 70** 

# PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: EAD0116

- 3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
- 4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
- 5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<a href="http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15">http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15</a>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

#### C. Program Strategy to Accomplish the Goals

- 1. Describe the program strategy/strategies.
- 2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of "promising practice," include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
- 3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 Scope of Work: Section 3 Principal Objective and Goals.

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- 4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 Scope of Work: Section 4 Connection to Imagine Austin).
- 5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
- 6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
- 7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
- 8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
- 9. Describe the project activities.
- 10. For Applicants proposing homelessness prevention and/or homeless intervention services: Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 Homeless Housing Habitability Standards.

#### D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

#### **Output Measures**

All applications must include the following high-level outputs:

- 1. Number of unduplicated clients served per 12-month contract period
- 2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

#### **Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

- 1. Percent of households that maintain housing or transition into housing
- 2. Percent of individuals who maintain or increase income
- 3. Percent of individuals who make progress toward treatment plan goals
- 4. Percent of children and youth who progress to the next developmental or academic level
- 5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

#### **E. Service Coordination**

- 1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
- 2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
- 3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
- 4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
- 5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
- 6. For Applicants proposing homelessness prevention and/or homeless intervention services:

  Describe how your organization has participated in planning for the Coordinated Assessment initiative (<a href="http://austinecho.org/the-solution/coordinated-assessment/">http://austinecho.org/the-solution/coordinated-assessment/</a> and <a href="https://www.onecpd.info/resources/documents/Coordinated%20Assessment\_3.20.12.pdf">https://www.onecpd.info/resources/documents/Coordinated%20Assessment\_3.20.12.pdf</a>) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

#### F. Community Planning Activities

- 1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
- 2. Describe Applicant's involvement in any other relevant community planning activities.

#### G. Overall Evaluation Factors Regarding Applicant

- 1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

- 2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
- 3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

#### H. Data Management and Program Evaluation

- 1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
- 2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
- 3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
- 4. For Applicants proposing homelessness prevention and/or homeless intervention services:

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

#### I. Staffing Plan

- 1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
- 2. Using Section 0645 Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
- 3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

#### **Part II – Cost Effectiveness**

Applicants are <u>required</u> to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

#### A. Budget

- 1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 Program Budget and Narrative, page 3.
- 2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

**Total points: 20** 

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <a href="http://www.irs.gov/pub/irs-pdf/f990.pdf">http://www.irs.gov/pub/irs-pdf/f990.pdf</a> (and instructions <a href="http://www.irs.gov/pub/irs-pdf/i990.pdf">http://www.irs.gov/pub/irs-pdf/i990.pdf</a>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

#### **B.** Cost per Client

- 1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
- 2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
- 3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
- 4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
- 5. Describe the return on investment/social impact the proposed strategy/strategies will make.

#### C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

#### **Part III – Local Business Presence**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

**Total points: 10** 

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded			
Local business presence of 90% to 100%	10			
Local business presence of 75% to 89%	8			
Local business presence of 50% to 74%	6			
Local business presence of 25% to 49%	4			
Local presence of between 1 and 24%	2			
No local presence	0			

#### Part IV - Bonus Evaluation Points

## A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

#### **Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

#### • Collaboration:

- A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations <u>or</u>
- A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations and successfully demonstrate how the application

**Total points: 25** 

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

#### OR

- Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):
  - o A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) or
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) and Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

- 1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
- 2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

#### **B.** Leveraging

#### 5 points

For purposes of this solicitation, "leveraging" is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - o currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - o Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.

In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.

• Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant's other programs or solely for Applicant's general operations.

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The following types of funding/donations <u>ARE NOT</u> considered "leveraging" under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated "Return on Investment" benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

- 1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
- 2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
- 3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
- 4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
- 5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

#### C. Healthy Service Environment

#### **Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

• Tobacco-free Campus (**3 points**) - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
- Mother-Friendly Workplace (**3 points**) Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
  - o employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
  - o the provision of accessible locations allowing privacy;
  - o access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
  - o access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
- Employee Wellness Initiative (**3 points**) The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
- Violence Prevention Policy (**1 point**) The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
- 1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
- 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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#### **Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

#### Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

#### \*USE ADDITIONAL PAGES AS NECESSARY\* OFFEROR:

Name of Local Firm	The Salvation Army, A Georgia Corporation-Auslin Avea Command								
Physical Address	501 East 8th St., Austin, Texas 78701								
Is Firm located in the Corporate City Limits? (circle one)	Yes			No					
In business at this location for past 5 yrs?	Yes			No					
Location Type:	Headquarters	Yes	No		Branch	Yes	No		

#### SUBCONTRACTOR(S):

Name of Local Firm								
Physical Address								
Is Firm located in the Corporate City Limits? (circle one)	Yes			No				
In business at this location for past 5 yrs?	Yes			No				
Location Type:	Headquarters	Yes	No	1	Branch	Yes	No	

#### SUBCONTRACTOR(S):

Name of Local Firm								
Physical Address								
Is Firm located in the Corporate City Limits? (circle one)	Yes			No				
In business at this location for past 5 yrs?	Yes			No				
Location Type:	Headquarters	Yes	No		Branch	Yes	No	

#### **Executive Summary**

#### 1. Description of Applicant

The Salvation Army Austin Metropolitan Area Command (TSA) has been an integral part of Austin's safety net of basic needs services since 1889. As such, TSA has partnered with the City of Austin Health and Human Services Dept. for over 25 years in the provision of emergency shelter and basic self-sufficiency services for our community's most vulnerable citizens. A total of 3,821 persons (including 607 children) were sheltered in FY13 in the two emergency facilities managed by TSA, the downtown Social Service Center (242 beds), and the Austin Shelter for Women and Children (60 beds). As the needs of the homeless population have changed, TSA has widened its scope of work. Services i.e. rapid rehousing, transitional housing, subsidized child care, and employment assistance may now be accessed by clients in shelter. TSA has also reached out to address the unmet needs of homeless families and chronically homeless single women over the past few years in response to community concern for the safety of these rapidly growing populations. The Safe Sleep Program for homeless single women and the HUD funded Rapid ReHousing Initiative for families are examples of this new emphasis. This funding request focuses on the basic emergency and self-sufficiency services provided by the TSA Pathways and Partnerships Program at the Social Service Center at 501 E. 8th St. 78701.

## 2. How application will address primary self-sufficiency goal of providing Safety Net/Infrastructures Services within the Life Continuum Category of Adults and Families.

The primary goal of the services offered through the Pathways Program is to ensure that the basic survival needs of people in need are met in a timely manner. This application requests continued funding for Pathways Program residential services personnel who oversee the shelter, food, clothing, and emergency medical/behavioral health needs of up to 3,000 people per year. Over 88,000 bed nights and 292,000 meals will be provided annually. Additional funding is

requested for Cold Weather Shelter (November –March) when shelter capacity expands by 30 or more women and "secondary" shelters must be staffed for up to 175 single men per night.

3. How additional self-sufficiency goals will be addressed - Transition Out of Poverty.

This application also requests continued funding for the case management, employment services, and counseling staff who work with clients on self-sufficiency plans to obtain housing and income. This includes two critically needed case managers currently funded temporarily by an HHSP grant through TDHCA/City of Austin. These staff work with single women including the Safe Sleep Program which sheltered over 600 women last year. Funding is also requested for a Program Coordinator and financial assistance to provide rapid rehousing to 25 case managed clients. These efforts help clients exit shelter to safe housing they can afford to maintain.

- 4. Needs of target Population. The target population of homeless men, women and children need open access to year around shelter and basic survival services in order to stabilize. Once this is accomplished, they need comprehensive trauma-informed case management and supportive services (i.e. housing assistance and employment) to transition to self-sufficiency.
- 5. Brief summary of proposed strategies. TSA proposes to continue the 242 beds of emergency shelter and basic needs services at the Center i.e. with emphasis on expanding the Safe Sleep, Cold Weather Shelter, and Rapid ReHousing programs. Staff utilize progressive engagement, trauma- informed solution focused case management and Housing First strategies as much as possible to engage clients in appropriate services.
- 6. Amount of funding requested \$525,000.for personnel and housing assistance only.
- 7. Statement of Compliance.

TSA is in complete compliance with regulations and application requirements including Sections 0620, 0625, and 0630.

#### Part 1 Program Overview and Strategy

#### A. Connection to Self-Sufficiency Goals and Life Continuum Categories.

The Salvation Army Pathways and Partnerships Program proposes to address the primary goal of Safety Net/Infrastructure Services in the Life Continuum Category of Adults and Families. The Salvation Army Social Service Center, a multi-population emergency shelter, community center and congregate meal site in downtown Austin, is a critical component of the safety net of basic survival services utilized by Austin's most vulnerable citizens. This facility provides over 88,000 bed nights and 292,000 meals per year. The 3,394 people sheltered in 2013 included 1,350 men, 1,749 women, and 295 children (40% under age 5). The Center is also one of the City's largest congregate meal sites serving an evening meal to anyone who is hungry. In addition to the basic emergency services provided (242 beds per night; served meals including sack lunches; adult/child/infant care hygiene supplies; clothing; laundry; and 24 hr. crisis intervention) the social services staff of the Pathways program work with other community groups responding to emergency needs. Through coordination with the City of Austin Emergency Management Team, for example, TSA provides Cold Weather Shelter to hundreds of homeless people during freezing weather. This past winter had a record- breaking 36 freeze nights during which TSA assisted in overnight staffing of secondary shelters at City recreation centers, and served as the primary overflow space for single women and families with children . Additional staffing for Cold Weather Shelter is a critical need addressed in this funding request, as is the continued support of the Safe Sleep Program. The Pathways and Partnerships staff at the Center strive to prioritize the safety needs of our more vulnerable populations i.e. chronically homeless women (for whom the Safe Sleep Program was initiated). Since 2012, TSA has actively responded to community concern over the safety of homeless

women by partnering with area churches and services to develop the Safe Sleep Program, a low demand sheltering/outreach effort to protect at-risk women who are routinely victimized on the street. Over 600 women utilized TSA Safe Sleep shelter last year, and a key element of this proposal is to continue funding for the two case management positions and rapid rehousing funding currently in place on a temporary basis from a \$200,000 HHSP grant. That no person is without such basic necessities as food, clothing, health, shelter, behavioral health care, or constitutionally guaranteed legal rights is basic to the mission of The Salvation Army. Transition Out of Poverty in the Life Continuum Category of Adults and Families may be considered an additional goal of the program. Pathways includes a broad array of on-site supportive services i.e. case management, counseling, life skills training, educational programs, a computer learning lab, outsourced child care and out- of- school time care, and a comprehensive Employment Services Program. Clients ready to work are offered job search assistance and support from the on-site Goodwill Industries and TSA staff as well as the two Workers Dormitories, a transitional shelter option for men and women who are newly employed. Those in need of longer term support services are referred to the Passages Program, Best Single Source Plus, and Rapid ReHousing Program operated by TSA and to numerous other community housing programs. In 2013, 819 clients at the Social Service Center emergency shelter received case management and 433 participated in employment services through the Pathways and Partnerships Program. Of these 79% exited shelter to safe housing and 82% improved their employment status.

The proposal also includes application for **Bonus Evaluation Points** in four areas. As described above the program meets one additional Self-Sufficiency Goal (**Transition Out of Poverty**).

Part IV also describes The Salvation Army's **Mother-Friendly Workplace Policy**, and

Violence Prevention Policy in place at the program site. Description of a planned Employee

Wellness Initiative to which the Army commits to implementing by the grant period is also included.

#### B. Target Population

#### 1. Description of target population.

The target populations served includes homeless adult men, women, and children living at or below 200% of poverty. Demographics of the population served are approximately 56% male 44% female, 42% African American, 23% Hispanic, 32% White and 3% are representative of Other ethnicities. 9% are under 18, 12% are 18-24, 42% are 25-39, 31% are 40-59, and 6% are 60-74. A significant number of adults have multiple barriers to self-sufficiency that include: mental illness, physical disabilities, chemical dependency, criminal histories, family violence, lack of education and job skills, poor credit, outstanding rental/utility debt and warrants. TSA has demonstrated positive success rates of 70 to 80 percent in services provided and has tried to be responsive to community needs. With City of Austin funding, extensive dorm renovations were completed in 2013 which created a new 30-bed dormitory for women and upgraded many of the other dormitories. While men's shelter capacity had to be reduced, this was coordinated with an expansion at ARCH. It was also necessary to alleviate overcrowding in the men's shelter at TSA for safety reasons While bed nights are now somewhat reduced the quality and health of the environment is improved. TSA is the primary provider of family shelter, Safe Sleep low demand shelter for single women and New Worker shelter facilities for single men and women.. In response to the need for services for men recovering from chemical dependency, TSA also operates the Adult Rehabilitation Center with 120 beds in south Austin...

#### 2. Data and sources that demonstrate need.

The End Community Homelessness Organization (ECHO) annual assessment and point-in-time count in January 2014 estimated that 1,987 people are homeless in Austin and in need of all available support services (Source: Community Action Network, http://canatx.org). The point-in-time-count data also shows large numbers of adults with serious mental illness, substance use disorders, and exposure to domestic violence among both the sheltered and unsheltered population. TSA call back lists indicate that the numbers of homeless families and single women in need of shelter are continuing to increase. 84 single women, 73 mothers, and 165 children were counted on the last quarterly report call back list for shelter. Lack of affordable housing also appears to be resulting in longer shelter stays as the search time needed to identify housing even for our clients with vouchers has increased significantly. A typical stay for a family in shelter now exceeds 90 days in many cases. What we know from experience is that single women and families with children living in homeless situations or on the street are in extreme danger. These two groups appear to have growing and unmet needs for safety and "wrap around services" that are trauma informed. They are the unseen populations of homeless and are typically undercounted. For these two population, homelessness can be life threatening.

#### 3 Strategies implemented to serve clients with criminal histories.

The Pathways and Partnerships Program staff assist clients with criminal histories by linking them to resources such as DARS that specialize in serving this population. In addition, case managers are trained in documenting evidence of rehabilitation that can be used in various appeals processes i.e. public housing admissions. The staff also works with BSS+housing locators and community employment services to seek resources that may have less stringent screening policies.

### 4. Documentation of client eligibility requirements for target population.

Case managers verify homelessness by having clients complete the Homeless Eligibility Form to capture intake information. (TSA uses the City of Austin Exhibit E ESG Homeless Eligibility Form, Revised August 2012). Client data is then entered in the HMIS Homeless Management Information System. The client provides a copy of ID for file or if there is no ID a signed declaration of identity is completed and case managers assist with obtaining the ID for the client. The case manager completes intake forms for all members of the family; information gathered includes family status, ages, income, and social history. When clients enter shelter, because they are homeless, residency and income eligibility do not apply. While not a requirement for eligibility, any verification of income available is collected for purposes of referral and recertified if there is a change. Clients must be at 18 years of age or be in the company of an adult caretaker.

- 5. How agency will ensure culturally and linguistically appropriate services on site.
- a. Educating governance, leadership, and workforce in appropriate policies and practices.

  TSA serves individuals from all backgrounds and works to provide support to all regardless of culture or language. TSA works to train governance, leadership and workforce in culturally appropriate practices through cultural competency training held on-site and led by our trained LCSW staff, as well as outside training in the community. These trainings focus on underserved populations and strive to ensure that we are effectively serving all those who enter our doors.

  Most importantly TSA has a policy of non-discrimination based on Federal law, Fair Housing Standards and obligations to provide service in a culturally sensitive manner that includes accommodations to those speaking languages other than English.
- b. Assisting individuals with limited English proficiency and/or other communication needs. Language assistance is offered at no cost to clients, to facilitate timely access to service.

Outside translation services are utilized for case management meetings if necessary through private translation services that may also provide telephone services for important communications with outside agencies. American Sign Language (ASL) interpreters are coordinated through the Austin Community College program. Program documentation is available in both English and Spanish, and TSA works to quickly get written information to clients in their native language through assistance from translation services. TSA commits to purchase of a Text Telephone (TTY) device and to train staff with its use to serve hearing and speech impaired clients. In addition TSA commits to incorporate more signage and wayfinding in multiple languages with universal pictures in the facilities.

- c. Informing individuals of the availability of language assistance. Clients are informed of the availability of language assistance services in their preferred language verbally and in writing. Ideally, this assistance is made available at intake, particularly for Spanish-speaking clients. Individuals needing more rare native languages are connected to language assistance in the most timely means possible.
- d. Ensuring the competence of individuals providing assistance. Certified translators or interpreters are used whenever possible and staff are trained in the etiquette of use of these services. Family members and minors would only be used in cases of emergency.
- C. Program Strategy to Accomplish Goals
- 1. Describe the program strategy/strategies.

The strategy that Pathways and Partnerships proposes to help clients achieve and maintain selfsufficiency coincides with the ECHO 10 Year Plan to End Homelessness. As the first step in the continuum, Salvation Army offers homeless men, women, and families open access to safe emergency shelter and basic survival services (food, clothing, hygiene, linkage to medical and mental health care). The broad array of support services including case management, employment services and counseling co-located at the center offers a "one-stop" holistic safety net with flexibility for clients to be appropriately connected to the services they need.

Staff trained in the provision of trauma informed care use progressive engagement to build rapport with clients and help them navigate the service network. Case managers use strengths-based solution-focused strategies to help clients formulate self sufficiency plans. Clients are connected to housing programs operated by the Army i.e. Passages Tenant Based Rental Assistance, Rapid ReHousing, and BSS+. Housing programs strive to implement a Housing First approach within the limitations of resources. Shelter extensions are flexible and clients can move from one dormitory to another as needed.

#### 2. How strategies reflect evidence based, research-based or promising practices.

The program strategies (progressive engagement, trauma informed and strengths based/solution focused case management, and Housing First) would be classified as promising practices. They meet the needs of the target population by offering an empowering model of change for clients in desperate circumstances. Because of the relatively short amount of time in shelter, solution-focused strategies framed with a knowledge of trauma-informed services provide a concrete strategy for clients to work toward obtaining goals while focusing on their strengths and abilities. The holistic approach of providing co-located services with a strong connection to community resources and housing opportunities is perhaps the strongest point in the model.

## 3. Description of alignment with goals in Section 0500.

Program strategies align with Safety Net/Infrastructure Services in their focus on ensuring that basic necessities of food, clothing, health, shelter and behavioral health care or constitutionally guaranteed legal rights, are met through the services offered by Salvation Army and partner

programs. Program strategies align with the goal of transitioning out of poverty through demonstrated success of case management, employment services, and partner programs i.e. Passages, BSS+, and Rapid ReHousing that help clients attain and maintain self-sufficiency.

## 4. How program corresponds to Imagine Austin vision statement or core mission statements.

The program corresponds to the mission statement Austin Values and Respects Its People by ensuring basic safety, access to food, economic opportunity, healthcare, education and transportation for Austin's most vulnerable citizens.

## 5. Description of barriers and challenges the target population encounters and how mitigated.

The major barriers the target population encounters include lack of affordable accessible housing and the income necessary to achieve financial stability. These barriers are best addressed through intensive case management to skillfully navigate the housing and services network for appropriate resources. Qualified staff who are skilled in case planning and knowledgeable about community resources can give clients the maximum number of options to achieve success. Criminal background issues and credit problems can be minimized to a degree through documenting evidence of rehabilitation and payment plans. A "housing first" approach allows clients to stabilize before addressing all of their challenges.

## 6. How strategies reach life continuum categories and how cooperative services maximize service delivery.

The Program focuses on the Life Continuum of Adults and Families but includes a significant number of children and youth. The strategies are implemented successfully in providing flexibility for clients to utilize shelter and services according to their needs. Women who are chronically homeless can utilize Safe Sleep, and new workers who are preparing to pay for permanent housing can utilize the Workers Dormitories.

### Description of barriers and challenges in implementing and overcoming the proposed strategies.

The primary barriers and challenges encountered in the Life Continuum of Adults and Families tend to be the special needs of children, single parents, and vulnerable chronically homeless adults who may lack the resources and support networks to meet their needs. "Wrap around" or comprehensive service networks are required to support children who are homeless, young parents who lack the means to support themselves, and chronically homeless adults who have disabling conditions and may have no income. Salvation Army shelter provides the stable framework for these service networks to be provided.

#### 8. N/A

#### 9. Description of project activities.

Clients enter the Social Service Center Shelter and complete shelter intake/orientation. All families with children are case managed. Single men and women attend eligibility group weekly as a form of group case management and are referred to individual case managers as needed. Case management intake identifies strengths and barriers. Clients seeking employment enter Employment Services Track and may eventually go to the Workers Dorm. Case managed clients are extended based on progress with self-sufficiency plans and need. Clients may exit directly to permanent housing or be referred to transitional housing, rapid rehousing and long-term case management.

## 10. City HHSD Homeless Housing Habitability Standards.

Staff has experience implementing habitability standard checklists for other housing programs.

New staff will all be trained to do the assessments if working with clients going into community housing.

### D. Performance Measures - Impact on the Goals

#### 1. Description of how proposed outputs and outcomes will be calculated.

Proposed outputs will include the number of unduplicated clients sheltered per 12-mo. contract period and during the 36-mo. period as calculated from shelter census reports collected at intake. Outputs will include the number of bed nights provided, meals served, number of clients who enter case management, the number provided employment services, and number provided Rapid ReHousing assistance. These are compiled from daily shelter service reports and monthly case management documentation entered into ACCESS and ServicePoint. Outcomes will include the percent of case managed households that transition into housing, and the percent of employment services participants who improve their employment status (obtain employment, upgrade employment or complete a job training). The outputs are closely connected to the primary Safety Net/Infrastructure Goal and the outcomes are closely connected to the secondary goal: Transition Out of Poverty.

#### E. Service Coordination

## 1. How coordination with other services being provided minimizes duplication and maximizes client access to services.

TSA coordinates closely with other providers of emergency shelter such as Front Steps,

SafePlace, Foundation for the Homeless, and LifeWorks, as well as providers of other support
services such as Caritas of Austin, Trinity Center, Foundation Communities, Housing Authority
of the City of Austin. The Pathways and Partnerships Program benefits from the Army's
ongoing participation in formal collaboratives such as BSS+, Passages, and the TBRA
Partnership. Case managers at the shelter level attend group staffings to determine the best
course of referral to meet each client's needs. This is critical to reduce the length of shelter
stays.

#### 2. How applicant coordinates with other agencies.

The Social Service Center emergency shelter and Pathways services receive referrals from APD, Victims Services, CPS, VA, ATCIC, and all of the other local and regional providers of shelter and basic needs. TSA staff also take part in most of the major planning and coordinating efforts relative to homelessness, including ECHO, United Way First Call for Help, Emergency Management Team.

#### 3. Memoranda of Understanding.

TSA currently has MOU's with numerous entities connected to Pathways and Partnerships

Program services. These include LifeWorks for ESG collaboration; VA for shared office space
in the Social Service Center; Foundation Communities for lease of apts. at Trails of Vintage

Creek and financial coaching for clients; SafePlace, Caritas, and Foundation for the Homeless
for Passages Program, Caritas of Austin for BSS+. Letters of commitment are attached for some
agreements extending to 2015-16.

4. How clients will be connected to mainstream resources/public benefits and/or other City funded services in order to maximize self-sufficiency.

Through skilled case management and specialized training i.e. SOAR, staff have become proficient at assisting clients with application for Food Stamps, TANF, MAP, SSI, and other benefits.

Additional services not included in the application which will be provided to the target population and how they will access those services initially and over time.

The most significant additional services provided to this population that are not funded by this proposal are the HUD funded housing initiatives operated by TSA and for which Pathways clients in the shelter are recruited and screened. These include the Passages Program, Rapid ReHousing Program, and the BSS+ Program. These programs have transitional housing,

financial assistance, child care and life skills training for families and single individuals. 119 households from the Pathways program were referred to the Passages Program during this year.

#### 6. Describe participation in the planning for the Coordinated Assessment Initiative.

TSA and the Pathways case management staff have participated in all phases of this planning initiative, including the Steering Committee, both pilots, Membership Council, and the DSHS grant funded by ECHO and to be subcontracted in part to TSA for Coordinated Assessment staffing. (see attached letter from ECHO) TSA expects to be involved in the full implementation of Coordinated Assessment including the mass effort complete assessments for the chronically homeless men and women.

#### F. Community Planning Activities

## 1. Describe involvement in community planning activities that are specific to the services proposed in this application.

The Salvation Army participates in most of the major ECHO committees including HMIS,

Housing Work Group, Continuum of Care Work Group, Membership Council, Point-In-TimeCount. Other groups include the City of Austin Emergency Management Team, Safety Planning with Downtown Service Providers and APD, Emergency Food and Shelter Board of Williamson and Travis County.

### 2. Other relevant community planning activities.

TSA is also actively involved in Disaster Management through VOAD, and serves as a first responder in many local disaster efforts such as fires, floods, tornadoes etc. Salvation Army is a part of most planning efforts to respond to events such as the October flood of 2013.

#### G. Overall Evaluation Factors Regarding Applicant

1. Description of Applicant's experience with the last 5 years managing relevant local, state, and/or federal contracts and the contact information of the funders.

- a. City of Austin Health and Human Services Dept.—Austin Shelter for Women and Children (\$1,696,895 per yr.), Pathways and Partnerships (\$284,110 per yr.), HHSP (2012-\$162,000, 2014-\$200,000). Natasha Ponczek Shoemake, Contract Manager (512) 972-5027.
- b. City of Austin, Austin Housing Finance Corporation—TBRA Grant (\$40,000 per yr.) Fernando Hernandez, Contract Manager (512) 974-3163.
- c. Travis County Pathways and Partnerships (\$98,319 per yr.) San Juana Gonzales, Contract Manager (512) 854-4122.
- **d. TDHCA** (Emergency Shelter Grant) subrecipient to LifeWorks (2014-\$30,000) Wanda Robins Grant Manager (512) 735-2462.
- e. Dept. of HUD Supportive Housing Grants –Passages Collaboration Grant (\$548,330 per yr.),
  Passages Rapid ReHousing Demonstration Project (2009 \$795,540 for 3 yrs) RRH renewals
  (2012 & 2013-\$270,232 per yr.) Tonya Proctor, Demonstration Project Contract Manager (202)
  402-5697. David Rios, Renewal Project Contract Manager (210) 475-6800.
- f. Dept. of HUD Veterans Homelessness Prevention Demonstration Project (2010--2013 \$2000,000), Brian Fitzmaurice, Contract Manager (202) 402-4080.
- g. Emergency Food and Shelter Program (2013 \$125,302, 2012-\$147,455, 2011-\$126,612),
  Sam Woollard, Local EFSP Board Administrator (512) 217-6822)
- 2. Description of experience within the last five years working with target populations.
  Over the past five years, TSA has had experience working with the target population of homeless men, women, and families with children in a number of capacities. As one of the largest providers of emergency shelter in Central Texas, TSA has operated the Social Service Center (242 shelter beds), Austin Shelter for Women and Children (ASWC) (60 beds) and Adult Rehabilitation Center (120 beds). The ASWC received a national award for program excellence and achievement from The Salvation Army in 2014. TSA also had the unique experience of participating in two HUD funded demonstration projects both of which were designed to

investigate best practices in serving homeless populations. The Rapid ReHousing Demonstration Project included 23 programs nationally and was targeted at homeless families in shelter who met the definition of "moderate barriers". The Passages Rapid ReHousing Initiative is now in its 5<sup>th</sup> successful year housing 25 families per year from local shelters. Other programs demonstrating experience with the target population include the SafeSleep Program for chronically homeless single women, and the Passages Collaboration (serving 700+ persons per year, 60% of whom are homeless children) for which TSA serves as the lead grantee. Partners include Caritas of Austin, SafePlace, Foundation for the Homeless and Housing Authority of the City of Austin (administers TBRA \$547,000 subsidy).

## 3. Description of experience within the last five years providing similar services to those in application.

TSA has other relevant experience within the past 5 years. Most significant was the Veterans Homelessness Demonstration Project, a 3-year collaboration with HUD, VA, and the Dept. of Labor. TSA was one of 5 nationwide programs to participate. The effort to prevent homelessness among the new generation of veterans was conducted in Central Texas in 5 counties adjacent to Fort Hood and served over 400 veterans and families with rapid rehousing and homeless prevention. Other relevant experience includes the operation of the Licensed Child Care Center for homeless children ages 18 mo. to 4 yrs. at the ASWC and the newly operational Georgetown Service Center which provides emergency rent and utility assistance, food pantry, and clothing closet to low income persons in Williamson County.

### H. Data Management and Program Evaluation

## 1. Describe past success and challenges with data management and reporting.

TSA has been fully compliant with HMIS requirements in data reports required for shelter and all CoC funded programs. Past experience includes ServicePoint, Anchor, ACCESS, and Radii

systems. Data completeness reports are rated either Excellent or Acceptable as required. During the Veterans Demonstration Project, TSA participated in the development of customized reports for the program which was very challenging. Staff participate in all of the required trainings offered by ECHO, and TSA is preparing to implement a Scan Card Pilot Program with Front Steps to track client utilization of services.

## Describe how data are used for identifying problems in strategies, service delivery and expenditures.

Data is used to identify who is being served and whether the target outputs, outcomes and client demographics and performance detail is appropriate. Performance reports are run on a regular basis to determine how many clients are being served in shelter and whether they are participating in case management, employment services or Safe Sleep. Safe exits and employment status are tracked as are numbers of meals, bed nights, and length of shelter stays. Generally speaking our philosophy is that "When things get measured they get better."

#### 3. Data from collaborative projects.

TSA collects data for the collaborative Passages Program through centralized data entry.

Subrecipients submit their data and it is entered into ServicePoint and ACCESS data bases at TSA. The BSS+ collaboration involves each case manager entering their own data.

### 4. Explanation of participation in HMIS for application.

TSA is already meeting all of the HMIS requirements in terms of data entry for shelter, all CoCfunded programs, and BSS+. The proposed application will present no additional requirements or challenges.

#### I. Staffing Plan

#### 1. Description of Staffing Plan including project leadership and reporting responsibilities.

The staffing plan for the Pathways and Partnerships Program includes the Director of Social Services (who serves as the Administrator of the program and reports to the Area Commander), Shelter Director (who supervises all of the residential services and social services staff) and program managers for each of these two areas of the operation. The Social Services Program Manager supervises the five shelter case managers, employment services coordinator, counselor, and any interns. The Residential Services Coordinator supervises the Assistant Facility Managers who manage each 8 hr shift 24/7, the dormitory monitors, and the desk staff. New positions funded by this application include the two women's case managers, the Program Director to oversee case management and Rapid ReHousing and extra dorm monitor to cover overflow mat sleeping and other special needs such as cold weather shelter.

- 2. Program Staff Positions and Time list. This list is attached
- 3. Resumes and position descriptions for key staff. Resumes for the Area Commander,
  Director of Social Services, Shelter Director, and two Women's Case Managers are attached.
  The Job Descriptions for the new Social Services Program Coordinator position and Residential
  Services Program Coordinator (currently vacant) are attached.

#### Part II- Cost Effectiveness

#### A. Budget

- Program Budget and Narrative. The Budget, Budget Narrative, and List of Staff Positions are attached. There are no subcontractors.
- 2. Description of fundraising and administrative percentage calculated from the Form 990.
  Management and general expenses (Part IX Column C) -- \$430,720 + \$858,104-- Fundraising
  Expenses Part IX Column D) = \$1,288,824 Divided by \$9,932 (Part VIII Total Revenue)
  =.1329.

- B. Cost per Client.
- 1. Description of average cost per City client served.

The average cost per City client is estimated to be \$1,535.09. This was calculated by dividing the total requested City funding of \$525,000 by the total number of estimated City clients which is 342. 343 clients represent 11.4% of 3,000 clients which corresponds to the percentage of City funding in the total budget.

2. Cost per client served from all funding sources.

The cost per client for all funding sources is \$1,531.46. This was calculated by dividing the total budget from all sources of \$4,594,387 by the total number of estimated clients which is 3,000.

- 3. Description of the average cost per client achieving each of the performance measures as proposed. Unfortunately, data is not currently compiled in terms of cost per clients achieving performance measures as clients can access any number of services in the facility that would impact their achieving one of the performance measures. The average cost of meals is calculated at \$2.00 per meal and the cost of a shelter night (without services is \$12.50 per night). Since clients can stay anywhere from 1 to 90+ days in shelter, this makes calculation difficult. The 25 Rapid ReHousing clients included in this funding request will typically stay in shelter 90 days and eat two meals a day which will cost approximately \$1,485. Most will receive \$2,000 in housing assistance and case management and employment services costing an estimated \$1,000. This total of \$4,485 should be the average cost for Rapid ReHousing clients and the highest costs overall.
- 4. Justification which indicates the proposed cost is appropriate for the proposed strategies. Based on comparisons with Best Single Source Plus and the TSA Veterans Homelessness Prevention Demonstration Project this cost for Rapid ReHousing appears to be

reasonable especially since it includes the cost of sheltering and feeding the client while they receive services. It is also true that other outside resources may be used to assist these clients to become and remain housed.

5. Describe the return on investment/social impact the proposed strategy will make.

Investment in these very basic shelter and self-sufficiency services particularly as they apply to our most vulnerable citizens is a "Win/Win" for the community as a whole as well as the recipients. Homelessness and dependency that is unaddressed can become chronic and exact a terrible price on its victims including poor health, family break-up, mental illness and chemical abuse. The community pays a price too in terms of jail and emergency room costs as well as other costly emergency services that are continually used. These costs have been documented by the National Alliance to End Homelessness. Homelessness among families can lead to school drop out and other negative outcomes for children who then become the next generation of vulnerable adults. For at-risk individuals and families to avoid the traumatic and life threatening experience of living on the street and to become housed self-sufficient members of our community, to the extent that they are able, is the ultimate goal. TSA is committed to working toward eliminating homelessness as outlined in the 10 Year Plan through system change and to serving the basic self-sufficiency needs of the clients in our care with dignity and without discrimination.

#### C. Program Funding Summary

Overview of funding sources applicant will use for the proposed program. Sources other
than private fundraising are not listed since they can not be contracted this far in advance.

#### Part III—Local Business Presence

The Austin Metropolitan Area Command is part of the National Salvation Army, the Southern Territory and the Texas Division. The Area Command, whose administrative offices are located at 10711 Burnet Rd, 78758 is located within the Austin Corporate City Limits and has been in operation in Austin Texas since 1889. Area Command is fully responsible for managing and coordinating the business activities of the Army and should be considered to be the headquarters for services in Travis and Williamson counties. The Social Service Center where the proposed services are located is at 501 E. 8<sup>th</sup> St. 78701. The Area Command has a Community Advisory Board of local citizens who oversee operations and assist with fundraising efforts. The Area Command is responsible for its own financial solvency and programs.

#### Part IV-Bonus Evaluation Points

- A. Connection to Additional Self-Sufficiency Goals.
- 1. N/A
- 2. Description of additional self- sufficiency goals.

The proposal includes information in the Strategy section regarding the additional self-sufficiency goal, **Transition Out of Poverty.** While the primary objective of the Pathways and Partnerships services at the Social Service Center is that homeless and low income people have their emergency and basic needs met in a timely manner, the second goal is to provide homeless and low income people with the opportunity and assistance needed to become self-reliant. The program outcomes measuring exits to safe housing, improved employment status, and increased income are a testament to the Army's strong focus on helping people move from crisis to stability. The Salvation Army is the place where many people take their first steps toward transitioning out of poverty.

### B. Leveraging N/A

#### C. Healthy Service Environment

#### 1. Description of Healthy Service Environment policies that have been implemented.

TSA supports mothers returning to work who choose to breast feed their babies and make the necessary accommodations for the lactation schedules. This includes having a written policy that outlines the major components required 1) flexibility of schedule 2) access to privacy 3) access to water source and 4) access to hygienic storage. This policy has the support of the Human Resources Department. H R Director, Ms. Karen Kenig, may be considered responsible for implementation. The Salvation Army commits to take further steps to coordinate with the Texas Mother Friendly Work-Site Program to make initiatives to promote awareness of the policy to staff and promote additional measures to make the workplace more mother friendly. Lactation Support Policy doc attached.

TSA is committed to providing the employees with a safe workplace. The organization has a zero tolerance of violence policy for both the work site and any area an employee maybe performing duties. This policy defines violence as physically harming another, shoving, pushing, harassment intimidation coercion brandishing weapons and threats or talk of violence. While this is part of the employee manual, these expectations extend to all those surrounding The Salvation Army including clients, customers and visitors. The Salvation Army requires reporting of any instances of violence and policies in place do so through the Human Resources

Department, Ms. Karen Kenig Director. Violence in the workplace policy doc attached.

#### 2. How planned Healthy Service Environment initiatives will be implemented.

Our employees play a vital role in delivering the services that are central to the Army's mission.

Because of this it is important that the Army commits to providing a workplace culture that promotes health and wellness for all staff in the areas of nutrition, physical activity, tobacco-free

living and mental health. TSA commits to develop a comprehensive Employee Wellness Initiative targeting these areas with technical assistance from the City of Austin Health and Human Services dept. Chronic Disease Prevention and control Program. Asst. social Services director Stacy Schwarz is coordinating with Austin Steeves to take the first steps in designing a program that meets the unique needs of the agency. To begin, the agency will conduct an assessment of the staff using the Austin Fitness Index Tool to determine core areas of focus for the location. At the on set, we have identified the need to create a committee from different departments, including Human Resources to gain buy-in from the staff. Some plane include signage encouraging fitness, educational opportunities on-site, incentives for healthy choices, a wellness board posting charity walks and low-fat recipes, and agency-wide events focused on activity rather than food. By collaborating with leadership, this initiative will have formal policies and will be promoted to tall the employees in an effort to improve the overall health and well-being of the agency.



## Salvation Army Social Service Center Pathways and Partnerships Logic Model

## Problem Statement

 Homeless people need access to emergency shelter and basic survival services.

 People in shelter need supportive services in order to transition to housing and obtain selfsufficiency.

## Inputs/Activities

242 shelter beds
Crisis intervention
Meals served (breakfast,
lunch, dinner for
residents, and community
meal)
Clothing and hygeine
Lockers and laundry

Trauma-informed, solution-focused case management Life Skills classes Employment assistance Childcare assistance Housing placement Rapid Rehousing Transitional housing

## Outputs

3,000 unduplicated clients sheltered 88,000 bed nights provided 292,000 meals provided

875 homeless individuals and families are provided with case management and appropriate supportive services 400 adults participate in employment services

#### Outcomes

Up to 3,000 homeless individuals and families are provided with safe emergency shelter and basic survival services.

70% of case managed clients transition from shelter to safe housing 75% of participants in employment services impove employment status at exit

## **Evaluation Tools**

HMIS database Access database Intake/exit forms Monthly /quarterly performance reports

HMIS database
Access dtabase
Pre/Post test
Financial assistance log
Intake/exit
Employment verification
Documentation of
housing
Monthly /quarterly
performance reports
Housing habitability
check list

# The Salvation Army Austin Metro Command

# Lt. Colonels Henry & Dorris Gonzalez

Lt. Colonel Henry Gonzalez was appointed Divisional Commander of the Texas Division and his wife, Lt. Colonel Dorris Gonzalez, the Divisional Director of Women's Ministries in June 2008. The Gonzalezes came to Texas with a combined 82 years of Salvation Army experience. They were both commissioned and ordained as Lieutenants in 1968 from the College for Officers' Training in Atlanta, Georgia.

Previously Lt. Colonels Gonzalez were Divisional Leaders of the Arkansas/Oklahoma Division for four years. They have also served as Corps Officers and Area Commanders in locations across Texas and Alabama. Lt. Colonel Henry Gonzalez has served previously at Texas Divisional Headquarters as General Secretary and Dallas Area Coordinator, while Lt. Colonel Dorris Gonzalez has served as Texas Divisional Coordinator of Women's Ministries.

Lt. Colonel Henry Gonzalez lived in Orange, Texas, when he first became involved with The Salvation Army as a child. He was active in the corps youth programs and attended summer camp. By age 18, while still in high school, he felt that The Salvation Army was his call to mission – something that God wanted him to do. He went on to receive his Bachelor of Science degree from the University of Texas at Tyler.

Lt. Colonel Dorris Gonzalez is a third-generation Salvationist, raised in Meridian, Mississippi, and studied Elementary Education at Baylor University in Waco, Texas. She felt the call to mission for God at age 15.

Lt. Colonels Gonzalez have three grown children and five grandchildren.

# Kathleen Elizabeth Riding, MSSW

8702 Verona Trail Austin, Texas 78749 Telephone: (512) 280-3049

#### EDUCATION

1977 UNIVERSITY OF TEXAS AT AUSTIN, Austin, Texas

Master of Science in Social Work

Concentration: Social Planning and Program Development

1976 UNIVERSITY OF TEXAS AT AUSTIN, Austin, Texas

> Bachelor of Arts (with honors) in Sociology Concentration: Social Welfare Studies

#### EXPERIENCE

1995 - Present THE SALVATION ARMY, Austin, Texas

Director of Social Services

Responsibilities include oversight of social services programs provided for homeless men, women and families at TSA Social Service Center and Austin Shelter for Women and Children. Programs include: case management, employment services, child/family therapy, licensed childcare, and education. Additional duties include grant writing/grant management of City, County, State, Federal and private foundation grants (approx. 3.5 million per year). Administration of HUD-funded programs including the Passages Program, Veteran's Homelessness Prevention Demonstration Project, and Passages Rapid ReHousing Initiative .

1993 - 1995 SELF EMPLOYED

Program Consultant/Grant Writer

Provided program development, program evaluation, grant writing and grant management services to non-profit agencies and public housing authorities.

1990 - 1993 **AUSTIN HOUSING AUTHORITY**, Austin, Texas

**Director of Housing Services** 

Major responsibilities included management of Resident Services Division, Public Housing Admissions Unit, grant writing and special projects. Supervisory responsibility included ten professional staff,

eight VISTA volunteers and two student interns.

1984 - 1990 **AUSTIN HOUSING AUTHORITY**, Austin, Texas

**Director of Resident Services** 

Major responsibilities included management of the following

contracts and services: Day Care of Children (management of three Title XX Centers), DHS Child Care Food Program, Housing Counseling Program, organization of resident councils, coordination with community resources providing services Supervisory responsibilities included 19 social services staff, child care providers and student interns.

#### 1978 **AUSTIN HOUSING AUTHORITY**, Austin, Texas

Social Worker/Program Coordinator

Major responsibilities included program planning, casework, coordination of services with community resources and supervision of social workers, community service aides, homemakers and students.

#### 1977 AMERICAN RED CROSS, Centex Chapter, Austin, Texas

First Aid Instructor/Coordinator

Responsibilities included planning, coordinating and teaching Multi-Media and Basic First Aid Instructor Trainer Courses to licensed child care staff in South Texas under contract with Department of Human Services.

#### 1976 - 1977 **DEPARTMENT OF HUMAN RESOURCES, Child Development**

Programs-Child Care Consultation Training Division, Austin, Texas

**Graduate Field Placement** 

Assisted in planning and coordination of training programs for child care staff in licensed day care and 24-hour care facilities. Major project included planning and implementation of a statewide First Aid Training Program for DHS child care providers.

#### 1976 GRADUATE SCHOOL OF SOCIAL WORK,

UNIVERSITY OF TEXAS AT AUSTIN, Austin, Texas

Research Assistant

Researched and compiled literature on employment and advancement of minorities in social work and public administration.

#### OTHER

2014 Salvation Army National Award for Excellence in Social Work

2014 Salvation Army National Award for Program Excellence and Achievement for the Austin Shelter for Women and Children

2012 Austin City Council Distinguished Service Award for Safe Sleep Program

2009 Community Action Network Butler Award for Spirit of Collaboration for the Passages Program

2008 Spirit of Compassion Award from Foundation for the Homeless

Education:

Master of Science in Social Work, University of Texas, Austin, TX - August 2000 Master of Business Administration, University of Texas, Austin, TX - July 1992 Bachelor of Arts, Dartmouth College, Hanover, NH - May 1987

Work Experience:

Shelter Director, The Salvation Army, Austin, TX

(Dec 2013 - Present)

- Plans, coordinates, supervises, and monitors the day-to-day operations of the Downtown Shelter, a 242 bed residential facility.
- Motivate, lead, and evaluate subordinate personnel.
- Provides oversight of residential services, ground floor and first floor reception desks, employment services and Women's SafeSleep project.
- Builds and maintains effective working relationships with community agencies in order to maintain awareness of resources and make appropriate referrals
- · Conducts performance evaluations and makes salary and hiring/firing recommendations
- · Provides input to Director of Social Services in the preparation of the Social Service Center budget.

Project Coordinator, Passages Program, The Salvation Army, Austin, TX (Oct 2001- Dec 2013)

- Supervise, coordinate and monitor day-to-day operations of the Passages Program, a HUD funded long-term case management program serving over 700-800 persons annually with a budget of \$538,081. Approximately 80% of adult participants obtained permanent housing during years of supervision.
- Manage the Tenant Based Rental Assistance partnership with The Housing Authority of the City of Austin, including enrollment, screening, and general coordination of 50-60 placements of transitional housing per year
- Coordinated a \$40,000 Utility Pilot Program between City of Austin and The Salvation Army that helped approximately 45 households overcome financial barriers and move into housing
- Manage three employees responsible for case management and administrative work to support homeless families
- Participate in casework performed by program staff ensuring compliance with program policies and procedures, as well as HUD regulations

PRN Social Worker, Seton Medical Center, Austin, TX

(August 2004 - Present)

 Provide medical case management involving crisis intervention, counseling, referrals to community resources, and placement to psychiatric facilities

Field Instructor, Texas State School of Social Work, San Marcos, TX

Field Instructor, University of Texas School of Social Work, Austin, TX

(Jan. 2012 – April 2012)

(Jan 2003 – May 2004)

- Supervised a Master of Social Work student from Texas State working with a Passages case manager
- Supervised a Bachelor and Master of Social Work student from The University of Texas working with The Salvation Army

Case Manager, Passages Program, The Salvation Army, Austin, TX (July 2000 - Oct 2001)

- Case managed and advocated for families, conducted home visits, developed service plans, and linked clients with community resources on issues pertaining to housing, budgeting, parenting, mental health, and substance abuse
- Conducted LifeSkills classes on assertiveness, job resources, and money management

Coordinator, Learning Center, The Salvation Army, Austin, TX (July 2001 - July 2002)
Assistant Coordinator, Learning Center, The Salvation Army, Austin, TX (Oct 2000 - May 2001)

- · Supervised college volunteers through their interactions with children
- Addressed academic and social issues for participants with educational/enrichment activities

University of Texas School of Social Work, Austin, TX Teacher's Assistant, Grief Counseling Teacher's Assistant, Loss and Grief

(Spring 2000) (Fall 1999) Para Professional Counselor, Austin Travis County Mental Health/Retardation (Jan 1999 - Oct 2000)

- · Provided telephone crisis counseling and suicide prevention
- · Provided mental health referrals to individuals for local services

Financial Advisor, Prudential Securities, Corpus Christi, TX Financial Consultant, Smith Barney, Houston, TX (Jan 1996 - Aug 1998) (Sept 1992 - Dec 1995)

Licenses:

Certified Field Instructor, March 2004; LMSW, May 2002

# David Ray, LMSW

#### **Education:**

- Master of Science, Social Work, University of Texas at Austin, 2006.
- Bachelor of Science, Psychology, University of Colorado at Denver, 2001

#### Licenses and Certification:

- Licensed Master Social Worker, State of Texas.
- Finished Clinical Supervision for LCSW; awaiting testing letter.

## Work Experience:

February 2014-Present Salvation Army Austin Area Command 501 E. 8th St., Austin, TX 78701 512-476-1111

# Responsibilities:

- · Case Manager for single women at downtown shelter.
- Assessing clients for mental health issues, medical issues and social issues.
- Assisting clients with referrals to many resources, including mental health, medical, employment, clothing, housing, and other needs.
- · Goal setting with clients to obtain employment or disability and affordable housing.
- Conducting crisis management and counseling clients on conflict resolution and other pertinent issues to help them manage shelter living.
- Intervening as appropriate with mental health crises including referrals to mental health and medical facilities.

# **Accomplishments:**

- Assisting clients with safe exits to housing or reuniting with family members.
- Teaching lifeskills class on successful transition for shelter to housing
- · Finished LCSW supervision.

April 2011 – January 2014 **Salvation Army Austin Area Command** 501 E. 8th St., Austin, TX 78701 512-476-1111

# Responsibilities:

- Case Manager for Veterans Homeless Prevention Demonstration project, a HUD-funded housing program targeted towards military veterans, especially Operation Iraqi Freedom and Operation Enduring Freedom veterans.
- Worked with veterans and their families to prevent eviction and stabilize housing through case management.
- Worked with veterans and their families who had been homeless less than 90 days to obtain temporary shelter and to transition into stable permanent housing.
- Assessed veterans for mental health issues and referred them to appropriate agencies for assistance and conducted crisis management as appropriate.
- Worked closely with Veterans Affairs case managers to assist clients with housing and other needs, and worked closely with Texas Workforce to assist with employment needs of clients.

 Traveled within a five-county area (Travis, Williamson, Bell, Coryell, McClennan) to conduct home visits and other duties.

# Accomplishments:

- Assisted many veterans and their families in preventing homelessness.
- · Rehoused a number of veterans and their families in stable housing.
- · Discovered many resources for veteran clients.
- Began supervision for Licensed Clinical Social Worker licensure.

June 2008 – April 2011 Salvation Army Austin Area Command 501 E. 8th St., Austin, TX 78701 512-476-1111

# Responsibilities:

- Case Manager for the HUD-funded Passages program, designing plans to allow homeless individuals and families in shelter to obtain and sustain affordable permanent and transitional housing.
- Worked in collaboration with other social service agencies and Housing Authority of the City of Austin to obtain client housing goals.
- Designed housing plans that centered on obtaining and maintaining employment or other sources
  of income (e.g. SSI), and referral to appropriate agencies and specialists to cover other issues such
  as mental and physical health and education.
- Guided clients in completing necessary paperwork for entering programs such as Tenant-Based Rental Assistance and Public Housing.
- Counseled clients on financial crises such as inability to cover monthly utility bills or sudden job loss, and provided financial assistance or agency referrals as appropriate.

# Accomplishments:

- Taught weekly Lifeskills classes regarding succeeding in housing (e.g. understanding leases) and psychosocial issues (e.g. boundary issues, relationships, surviving the holidays.)
- Sustained high ratio of client success with service plans.
- Did non-clinical crisis counseling and referred clients to further counseling as needed.
- Assisted Family therapist by co-facilitating Play Therapy sessions with children of Passages clients, and doing individual counseling sessions with adults and children where appropriate.

June 2006 – June 2008 Salvation Army Austin Area Command 1001 Cumberland Rd., Austin, TX 78704 512-442-9583

# Responsibilities:

- Conducted case management for Hurricane Rita and Katrina survivors consisting of recovery
  plans aimed towards fulfilling urgent needs such as housing, food and clothing as well as other
  goals towards long-term disaster recovery.
- Connected clients with resources including legal aid, mental health care, economic support and job training with the aim of self-sufficiency and weaning from post-disaster government assistance.
- Collaborated with outside agencies e.g. Adult Protective Services, AISD, etc as part of case management.
- Attended collaborative meetings of disaster-related agencies.
- Maintained of client records via client files and use of database systems.

# Accomplishments:

- Assisted over 100 clients in Hurricane Recovery.
- · Underwent clinical (LCSW) supervision for several months until state licensure rules changed.
- Attended workshops involving recovery, resiliency, suicide prevention and other trauma-related topics, some in which CEUs were earned.
- Conducted crisis management for clients with emotional and/or economic crises.
- Educated self on cultural differences and how it presented issues with being evacuated to a new area following a disaster.

Work experience prior to June 2006 available on request.

# **Educational Highlights**

Internships: January 2006-May 2006

**Communities in Schools** 

Langford Elementary School

2206 Blue Meadow, Austin, TX 78744

512-414-4857

### Responsibilities:

- Master of Social Work intern at Austin Independent School District elementary school.
- Case management of elementary school children referred to Communities in School program primarily for poor grades, attendance and behavioral issues.
- Case load consisted of 6 families including Hurricane Katrina evacuees.
- · Planned and implemented individual therapy and family therapy. Planned and co facilitated groups.
- Did home visits, assessed needs and made appropriate referrals.

Supervisor: Kitty Sheeren, LCSW

August 2004-May 2005

Helping Hand Home for Children

3804 Avenue B, Austin, TX 78751

512-459-3353

# Responsibilities:

- Master of Social Work intern at Residential Treatment center for children.
- Case managed and monitored progress of special needs foster children.
- Prepared service plans and intake documentation and performed home visits.
- Planned and co-facilitated play therapy groups for children residing in the center.
- Planned, implemented and documented client satisfaction surveys.

Supervisor: Laura Van Slyke, LMSW-ACP

June 2001-August 2001

# **Aurora Mental Health**

2600 S Parker Rd, Aurora, CO 80014

512-337-1312

# Responsibilities:

- Counselor/Psychology undergraduate intern at Metro Children's Center.
- Assisted counselors and teachers in day-treatment unit.
- Monitored progress and classroom conduct and transported clients to recreational activities.

Supervisor: Heather Nobles, Ed.D

# Service Learning:

September 2005-May 2006

# Trinity Child Development Center/Austin Child Guidance Center

Austin, TX 512-451-2242

# Responsibilities:

Child and parental developmental consultant for child development center, under supervision of Austin Child Guidance Center Social Worker.

- Service Learning component of the Infant and Early Childhood Mental Health class taught by Sarah Hinshaw-Fuselier, PhD at University of Texas school of Social Work.
- Did first hand observations of pre-school children in their day care environment, provided feedback to parents and teachers, and used techniques learned in classroom to do consultation work and workshops for teachers.

Supervisor: Linda Melnick, LCSW, LMFT

#### Academic Honors:

Phi Alpha National Honor Society for Social Work.

Military Experience: Served 1983-1986, US Army. MOS 31C (Radio Teletype Operator). Served in 3<sup>rd</sup> Armored Cavalry Regiment, Ft Bliss TX. Honorably Discharged at Rank SP4, awarded Army Commendation Medal, Army Achievement Medal, Good Conduct Medal, NCO Professional Development Ribbon (BNCOC), National Defense Service Medal.

# Jennifer E. Broughton, LMSW

License Number: 57929

508 E. 38th St., Apt. A • Austin, TX 78705 • (434) 770-7975 • jenniferbroughton3@gmail.com

#### Capabilities

Skills in developing and implementing intervention plans, treatment plans, and coordinated care plans

Experience in investigating and evaluating the systems that impact a client

Knowledge of local, state, and federal resources and regulations for clients and families in medical and community settings

Strong experience using strength's based approach with brief therapy, solution-focused therapy, crisis intervention

#### Highlights

#### Salvation Army

Case Manager for Safe Sleep

Austin, TX June 2013-Sept 2013 Nov 2013-current

- Provided intensive case management for women with mental illness, substance abuse, and/or chronically homeless
- Maintained a continuum of care and created treatment plans for clients with DSM-IV diagnoses through weekly meetings to identify housing options & eligibility, financial resources, as well as mental health and physical health needs
- Conducted psycho-education around mental health symptom management, the impact of trauma, anxiety management, and mindfulness
- Determined DSM-IV diagnosis and Global Assessment of Functioning to develop comprehensive service/treatment plans
- De-escalated clients in an agitated state with crisis intervention techniques
   Completed crisis assessment which consisted of gathering information regarding the individual's crisis state, environment, circumstances, & interpersonal relationships
- Provided ongoing assessment for suicidal/homicidal ideation and modified treatment plans as appropriate
- Provided ongoing assessment for substance abuse and mental health symptoms through support groups
- Planned, coordinated, and facilitated life management classes to assist clients in obtaining skills to enable them to maintain/find housing thereby achieving self-sufficiency
- Coordinated access to mainstream resources in order to maintain current housing, remove barriers to obtaining housing, and increase self-sufficiency and permanent housing stability
- Completed discharge plans of clients exiting the program
- Attended community meetings with representatives of other agencies in order to educate them about the program, make client referrals, & maintain awareness of client's progress

#### American Cancer Society

Patient Resource Specialist

Austin, TX Oct 2013

- Facilitated patient's access to American Cancer Society programs as well as community resources to assist with cancer-related needs such as transportation, lodging, and support
- Conducted needs assessments
- Systematically researched options & provided patients, caregivers, and families with information regarding ACS programs & services, as well as other local & national resources
- Assisted patients in completing treatment protocol by removing barriers to care & connecting them to appropriate resources
- Interacted with vendors, volunteers, health systems, patients and staff as needed to ensure needs are met
- Supported & collaborated with team members to achieve goals & outcomes related to the ACS mission & nationwide priorities

## Children's Comprehensive Care Clinic

Austin, TX Spring Semester 2013

Social Work Intern

- · Collaborated on a multidisciplinary team for patients with complex, chronic special needs
- Designed and evaluated the psychosocial element in this trial clinic
- Addressed the barriers & coordinated resources for families
- · Researched current models on the transition to adulthood for special needs children
- Sought out resources in Texas for families approaching this transition, met with relevant agency personal, and attended the annual Texas Guardianship Conference
- · Attended meetings focusing on integrated care systems
- · Interpreted federal, state, and local policies and regulations
- Provided counseling support for parents of children with chronic conditions
- Tied immediate barriers and solutions to long-term vision
- Conducted intake interviews

# Jennifer E. Broughton, LMSW

License Number: 57929

508 E. 38th St., Apt. A • Austin, TX 78705 • (434) 770-7975 • jenniferbroughton3@gmail.com

### Specially for Children (Dell Children's Hospital)

Austin, TX Spring Semester 2013

Social Work Intern: Endocrinology and Genetics

- Provided short-term counseling
- Assisted families with needs assessments, including Medicaid waiver programs, utility assistance, school advocacy, counseling resources
- Organized and co-facilitated a support group for parents of children with Muscular Dystrophy
- Shadowed social workers throughout the hospital including the emergency department, craniofacial, and palliative care

Social Work Intern: acute episodic care clinics

- Administered clinical interventions in an outpatient clinic
- Coordinated communication between patients and insurance
- · Provided short-term needs assessments and counseling for patients and family members
- Shadowed social worker in cystic fibrosis clinic

#### Pflugerville ISD

Austin, TX

August 2011- May 2012

Social Work Intern

- Counseled high school and middle school students
- Evaluated programs, projects, services, and agency structure
- Organized & co-facilitated an anger management & skill set group for middle school boys

#### Pflugerville Academic Center of Excellence (PACE)

- Counseled high school youth
- Brokered between students/families and relevant agencies
- Organized & co-facilitated a young men's group through experiential learning & talk-therapy
- Implemented an anthology project: Adolescents interviewed a member of a retirement community, reflected on that interview, and considered their future legacy

#### Project HOPE

- · Counseled and provided crisis management for families in transition
- Established connections between families and agencies in the area
- Qualified families under the McKinney-Vento Homeless Act
- Facilitated communication between school officials and families in the district

#### ResCare: Excel Alternative School

Richmond, VA Dec 2010- June 2011

Case Manager

- · Collaborated with executive staff in strategic planning
- Designed and evaluated services that met ResCare's, the school districts', and student's goals
- Developed a network of contacts between the schools and the administration
- Facilitated communication between the principal, legal guardians, counselors, J.P.O.'s, teachers, and the school discipline board
- Managed all student documentation
- Implemented interventions with students
- Counseled students in crisis
- Drafted and made recommendations on content for job descriptions
- Made decisions in regards to crisis situations, ethical dilemmas, and changing demands

#### Team Leader Assistant, Behavior Specialist

Aug 2010- Nov 2010

- Monitored classroom behavior daily through a specified behavior model
- Managed disagreement and conflict within the classroom
- · Implemented interventions with students and/or legal guardians

#### EDUCATION

# The University of Texas at Austin

Masters of Science in Social Work, Clinical Concentration

Austin, TX May 2013

The College of William and Mary

Bachelor's of Art, Classical Studies, Classical Civilizations Concentration

Williamsburg, VA May 2008

Volunteer

Muscular Dystrophy Support Group

Austin, TX

Saint Louise House

Austin, TX



# THE SALVATION ARMY JOB DESCRIPTION

DATE:

JOB TITLE: SOCIAL SERVICES PROGRAM COORDINATOR

**INCUMBENT:** 

REPORTS TO: DIRECTOR OF SOCIAL SERVICES

DEPARTMENT: SOCIAL SERVICES

LOCATION: AUSTIN - AREA COMMAND

FLSA STATUS: EXEMPT - EXECUTIVE

#### JOB SUMMARY:

Supervise and monitors the Social Services case managers to ensure the short-term casework performed by staff case managers is in compliance with program policies and procedures; assists the Shelter Director in preparation of statistical reports; assists with implementation and monitoring of federally mandated HMIS requirements for the Social Services case managers, including coordination with Service Point Administering Agency and compliance with the Service Point Agency Partner Agreement; Coordinates HHSP case management and financial assistance for clients of the program.

#### **ESSENTIAL FUNCTIONS:**

This job description should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this job description.

Plans, schedules, assigns and supervises the work of program personnel; trains and instructs employees in the proper methods and procedures; monitors work in progress and upon completion to ensure accuracy, completeness and compliance with program policies and procedures.

Implements and monitors federally mandated HMIS requirements for the collaboration, including coordination with Service Point Administering Agency and compliance with the Service Point Agency Partner Agreement; attends Service Point meetings offered by MHMR; communicates and interacts with Passages administrative assistant and case managers when implementing HMIS; discusses HMIS policy and procedure with Passages case managers during Passages meetings.

Assists in interviewing clients requesting assistance to determine client's eligibility for assistance based on program guidelines and restrictions; records client disposition and other pertinent information such as income, expenses, family and work history; assists clients in completing applications for assistance; photocopies social security cards, picture identification cards, payroll statements, utility bills etc.

Performs essential, comprehensive and preventative short term social work case management in order to assist homeless individuals.

Prepares and files client records in a timely manner ensuring all information is accurate and up-to-date; obtains signatures of clients as needed; reviews and tracks all client records in order to determine if client is active or inactive; maintains confidentiality of client information.

Prepares and maintains statistical records on all services provided; compiles and prepares statistical reports; prepares necessary financial reports for each of the donated budgets; ensures the accuracy and completeness of the same.

Assists in planning, preparing and administering the program budget; reviews, monitors and approves expenditures to ensure compliance with budget constraints; monitors incoming funds to ensure compliance with budget projections.

Assists subordinate personnel in determining most appropriate approach or method in resolving difficult or unusual client cases.

#### OTHER RESPONSIBILITIES:

Updates program forms, policies, procedures staff development and program evaluation.

Performs other related work as required.

#### MATERIALS AND EQUIPMENT:

General Office Equipment

#### MINIMUM QUALIFICATIONS REQUIRED:

#### EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university in Social Work or a related field is required, with a Master's degree in a related field preferred,

or

Four years progressively responsible experience performing social services work with at least one year in a supervisory capacity,

or

any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

#### LICENSES AND CERTIFICATIONS:

LMSW preferred

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of The Salvation Army mission, philosophy, culture, protocol, and organizational structure.

Knowledge of the principles and practices of personnel and business management and supervision.

Knowledge of effective and efficient methods for organizing and maintaining records and ability to perform the same.

Knowledge of practices and principles social service program administration.

Knowledge of the principles and practices of budget administration.

Ability to cultivate and maintain effective relationships with a diverse group of people and remain sensitive to their concerns.

Ability to present a positive and professional image of The Salvation Army.

Ability to lead, motivate and evaluate the work of staff performing same or similar work.

Ability to develop, implement and enforce program policies and procedures.

Ability to interview clients in order to evaluate and serve their needs.

Ability to determine client eligibility for program assistance based on specific program guidelines and restrictions.

Ability to build and maintain effective working relationships with the public and community agencies.

Ability to administer budgets and monitor expenditures for compliance with the same.

Ability to prepare accurate and complete client records, reports, and statistics.

Ability to maintain a computer database.

#### MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write and communicate the English language effectively.

Ability to perform mathematical calculations.

Ability and willingness to perform all duties with an understanding of the mission, ministry, philosophy, culture, and protocol of The Salvation Army and conducts all duties in accordance with the ministry of the organization and its Christian principles; conducts all communications and job duties with the highest level of professionalism.

Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) frequently.

WORKING CONDITIONS	WOF	RKING	COND	ITIONS:
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Work is performed in a normal office environment where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

## STATEMENT OF PURPOSE:

The purpose of a **job description** is to outline the essential functions unique to a particular job within a specific department. Job descriptions are used to recruit, train, and evaluate employees.

Your signature below indicates that you have read and und the duties as assigned.	rstand the job description and agree to perform	
Employee Signature	Date	



# THE SALVATION ARMY JOB DESCRIPTION

DATE:

JOB TITLE RESIDENTIAL SERVICES DIRECTOR

INCUMBENT

REPORTS TO SHELTER DIRECTOR

LOCATION: AUSTIN AREA COMMAND

FLSA STSTUS: EXEMPT – EXECUTIVE

#### JOB SUMMARY:

Plans, schedule, supervises and monitors the day-to-day operations of the Downtown Shelter; plans, schedules, assigns and supervises the work of monitors, Ground Floor Staff, Assistant Facility Managers, ensures compliance with local, state and federal regulations; coordinates basic shelter services and remains on-call for shelter emergencies and is the acting facility manager in the facility manager's absence from the facility, Coordinates with Security officers to make sure shelter residents are monitored.

#### **ESSENTIAL FUNCTIONS:**

This job description should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this position. The incumbents may be requested to perform job related responsibilities and tasks other than those stated in this job description.

Plans, schedules, assigns and supervises the work of monitors and AFM's, trains and instructs employees in the proper methods and procedures; monitors work in progress and upon completion to ensure accuracy, completeness and compliance with established policies and procedures; prepares and processes required personnel paperwork; conducts performance evaluations and provides salary and hiring/firing recommendations working with Shelter Director and Human Resources Director.

Monitor the day-to-day security operations; reviews security reports from the preceding day and night; reports to shelter director any security reports..

Coordinates, monitors and supervises all data entry in the shelter clinical records database, which is used to collect data for performance statistics.

Oversees the shelter operations and day to day procedures, in the absence of the facility manager.

#### OTHER RESPONSIBILITIES:

Assumes responsibilities of Facility Manager, maintaining all shelter operations and day to day activities in the absence of the Facility Manager.

Works with Property Manager to develop and implements first aid, safety and fire alarm training .

Provides emergency on call supervision as directed by the Shelter Director.

#### MATERIALS AND EQUIPMENT:

Basic Office Equipment Computer Security camera/monitors

#### MINIMUM QUALIFICATIONS REQUIRED:

#### **EDUCATION AND EXPERIENCE:**

Bachelor's Degree in business, social sciences or management

and

Five years working in social services or non-profit human services agency with experience working with at risk target populations such as: mentally ill, homeless, disabled and substance abusers

or

any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

#### LICENSE AND CERTIFICATIONS:

Valid Texas Driver's License

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of The Salvation Army mission, philosophy, culture, protocol and organizational structure.

Knowledge of the principles and practices of residential operations.

Knowledge of social services provided to at risk populations such as: mentally ill, homeless, disabled and substance abusers within a residential setting.

Knowledge of the general office practices and procedures, as well as basic accounting and/or bookkeeping.

Ability to supervise, prioritize, motivate, monitor and evaluate the work of subordinate employees.

Ability to provide crisis intervention and implement emergency procedures with staff and residents.

#### MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write and communicate the English language effectively.

Ability to drive a vehicle in order to attend meetings and conduct business.

Ability and willingness to perform all duties with an understanding of the mission, ministry, philosophy, culture, and protocol of The Salvation Army and conducts all duties in accordance with the ministry of the organization and its Christian principles; conducts all communications and job duties with the highest level of professionalism.

Duties are performed seated and standing/walking.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) frequently.

#### WORKING CONDITIONS:

Work is performed in a shelter environment where there may be exposure to physical health risks and unsanitary conditions and where there may be physical discomforts associated with noise, dust, dirt and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

#### STATEMENT OF PURPOSE:

The purpose of a **job description** is to outline the essential functions unique to a particular job within a specific department. Job descriptions are used to recruit, train, and evaluate employees.

Your signature below indicates that you have read and understand the job description and agree to perform the duties as assigned.

Employee Signature	Date



### Lactation Support Policy The Salvation Army

Policy: The Salvation Army promotes and supports mothers who are breastfeeding when they return to work and recognizes the need to make accommodation for their lactation schedule.

**Procedure:** 1. Employees shall be provided a place to breastfeed or express their milk. An employee lactation room is provided as a private and sanitary place for breast feeding employees to express their milk during work hours. This room provides an electrical outlet, comfortable chair, and nearby access to running water. Employees at the Downtown Social Services Center may use Office G45 or the conference room. Employees may, of course, use their private office area for breastfeeding or milk expression, if they prefer.

- 2. A refrigerator will be made available for safe storage of expressed breast milk. Employees may use their own cooler packs to store expressed breast milk, or may store milk in the designated refrigerator in the downstairs break room. Employees should provide their own containers, clearly labeled with name and date. Those using the refrigerator are responsible for keeping it clean.
- 3. Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression. A breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breast milk for her child. The time would not exceed normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, sick/annual leave time must be used. At management discretion, the employee can adjust their start or leave time to accommodate these breaks.

THE SALVATION ARMY, USA SOUTHERN TERRITORY  - EMPLOYEE MANUAL		SECTION: 3.10 -	
SUBJECT: SUPPLIES - WHISTLEBLOW	ER PROTECTIONS	Page 1 of 1	
REVISION DATE: March 1, 2011	☐ Replaces Pag ☐ Addition of P ☐ New Section	re(s) of Section rage(s) to Section	

3.10 Supplies—Personal use of company supplies and equipment without the express approval from a supervisor/ department head is strictly prohibited. This includes computer equipment and/or software for personal use.

3.11 The Salvation Army Image—Employees are expected to represent The Salvation Army both in person and when talking on the telephone. Further, employees are to maintain a patient and helpful attitude in all business dealings in keeping with the spirit and ministry of The Salvation Army.

3.12 Visitors—Employees are not to encourage visits to their work area during the workday. This includes co-workers and outside friends and/or relatives. Such visits are to be minimized.

3.13 Violence in the Workplace—The Salvation Army is committed to providing a safe environment for employees, clients, customers and visitors and has a zero tolerance of violence policy. All employees should be treated with courtesy and respect at all times. The Salvation Army refuses to tolerate violence in the workplace and will make every effort to prevent violent incidents from occurring. Any employee who displays violence in the workplace or threatens violence in the workplace, will be subject to immediate termination of employment. No talk of violence or joking about violence will be tolerated. In addition to property owned by The Salvation Army, the workplace includes any area where an individual is performing duties as an employee of The Salvation Army, including, but not limited to, off-site meeting locations and business travel.

The Salvation Army defines violence to include any conduct that may be dangerous to others; this would include, but is not limited to, physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons and threats or talk of violence. Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated.

The Salvation Army will not tolerate employees being in the possession of any weapons, including weapons transported in employee vehicles, both inside the workplace or in the parking area except where this restriction is prohibited by state law. In addition, when working outside Salvation Army premises on Salvation Army business, employees are prohibited from carrying or transporting weapons. Weapons include, but are not limited to, guns, knives, explosives, and other potential weapons.

The Salvation Army requires prompt and accurate reporting of all threats of violence and violent incidents, whether or not physical injury has occurred. If an employee is threatened or is the victim of a violent act in the workplace, or observes behavior that is violent or potentially violent, it should be immediately reported to the employee's supervisor or any other member of management and the Human Resources Department.

3.14 Whistleblower Protections - If an employee has knowledge of, or concern about, illegal, dishonest, or fraudulent activity, the employee is to contact his/her immediate supervisor or the Human Resources Department. The Salvation Army has a policy in place to protect individuals who are considered "whistleblowers"; for more information about the protections provided to whistleblowers, please see this policy. Managers and supervisors who become aware of reports of illegal and dishonest activities and/or violations of this policy through any means are obligated to promptly report this information to their supervisor (or up the chain of command as appropriate for the circumstances) and the Human Resources Department.









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ELYSE YATES

1&O Communications

EXECUTIVE DIRECTOR
Ann Howard
(512) 963-7630
annhoward@austinecho.org

ECHO 100 N. I35, Suite 1003 Austin, TX 78701 This letter is to inform you that the Salvation Army has been named as a sub recipient in the Healthy Communities Collaboration grant from the Texas Department of State Health Services. In partnership with the Ending Community Homelessness Coalition, Austin Travis County Integral Care applied for \$3.5 million, and is in the final stages of negotiating the work statement with the state.

It is anticipated that the Salvation Army would receive \$100,000 - \$120,000 over 15 months beginning in July 2014. These funds would be dedicated to implementing Coordinated Assessment as defined by ECHO, and Rapid Rehousing as agreed upon by the other subrecipients, Caritas and Front Steps and ECHO. The purpose of the grant is described below:

In order to most effectively impact the issue of homelessness among the target population, our Healthy Community Collaborative will focus on providing high-quality, low-barrier Housing First by enhancing the following:

- Portfolio of dedicated housing units targeted to Housing First
- Rapid Rehousing resources that will serve as bridge rental subsidies and associated supports (security deposits, utilities, etc.) to support tenants until permanent housing subsidies can be obtained
- Comprehensive case management and clinical mental health services for PSH tenants
- Enhanced substance abuse treatment for PSH tenants (15 served via detox services, 15 inpatient rehab, and 50 engaged in outpatient treatment and recovery supports)
- Supported employment services targeted to the new PSH residents
- Launching a Coordinated Assessment System for homeless service providers that facilitates access, reduces duplication, and prioritizes services to those most in need (assessors, plus technology improvements)

Please reach out if you have any questions.

Sincerely,

Ann Howard

Ann Howard



# Housing Authority of the City of Austin

Established in 1937

April 21, 2014

Lt. Colonel Henry Gonzalez Area Commander The Salvation Army Austin Metropolitan Area Command P.O. Box 1000 Austin, Texas 78767-1000

Subject: 2014 COA Self Sufficiency Continuum RFA

Dear Lt. Colonel Gonzalez,

I am writing in support of The Salvation Army's application to City of Austin for the staffing and services provided at the Social Service Center and emergency shelter downtown. The Housing Authority of the City of Austin has managed the Tenant Based Rental Assistance partnership with The Salvation Army since 1998. We recognize the critical nature of the emergency services provided at the Center. The Salvation Army Social Service Center has traditionally been the primary source for TBRA referrals. Expanding the case management staff at the Center enhances our capacity to reach the clients who are most in need of TBRA transitional housing.

We look forward to continuing our positive working relationship with your staff to serve our mutual clients.

Sincerely,

Lisa Garcia

Vice President of Assisted Housing



April 17, 2014

Lt. Colonel Henry Gonzalez Area Commander The Salvation Army Austin Metropolitan Area Command P.O. Box 1000 Austin, Texas 78767-1000

Subject: 2014 COA Self Sufficiency Continuum RFA

Dear Lt. Colonel Gonzalez,

I am writing to express our support of The Salvation Army's funding request for case management and supportive services funding for the Social Service Center at 501 E. 8<sup>th</sup> St. 1 would also like to convey our intent to continue working cooperatively with TSA staff through our co-located office space at the Social Service Center to serve our mutual clients. We consider our working relationship with the staff at TSA to be one of our most successful partnerships.

The Social Service Center is a critical component in our community safety net for the most vulnerable. Expanding TSA case management services at the Center enhances our ability to reach out to the clients most in need and assist them in transitioning from crisis to stability.

We look forward to working with you in the future.

Sincerely,

Goodwill Industries of Central Texas

Gerald I Davie



# **DEPARTMENT OF VETERANS AFFAIRS**

Central Texas Veterans Health Care System 1901 Veterans Memorial Drive Temple, Texas 76504

April 15, 2014

Lt. Colonel Henry Gonzalez Area Commander The Salvation Army Austin Metropolitan Area Command P.O. Box 1000 Austin, TX 78767-1000

Subject: 2014 COA Self-Sufficiency Continuum RFA

Dear Lt. Colonel Gonzalez,

I am writing to support The Salvation Army's application for increased case management and supportive services funding for the Pathways Program at the Social Services Center Emergency Shelter. Central Texas Health Care for Homeless Veterans Program has partnered closely with TSA in a number of initiatives serving homeless veterans.

- HUD funded Veterans Homelessness Prevention Demonstration Project 2011 2013 providing rapid rehousing and homeless prevention in five counties.
- Shared office space at TSA Social Service Center for Veterans Outreach (documented by Facilities Use Agreement).
- Shared Office Space in Harker Heights for Salvation Army staff (documented by a Facilities Use Agreement).
- VA Support for the 2014 Supportive Services for Homeless Veterans grant application (\$3,000,000) in which Salvation Army is a collaborative partner.

Continued funding for The Salvation Army's emergency services in downtown Austin enhances the VA's ability to reach out to veterans in need. The Salvation Army shelters are critical components of our community safety net. It is our intent to continue our co-located services at 501 E. 8<sup>th</sup> St. and to coordinate with TSA staff as an SSVF partner if that proposal is funded by the VA.

We look forward to working with you in the future. Please contact the undersigned at 254-743-1261 if I can be of additional assistance.

Sincerely,

Paula Wood, LCSW, BCD

Paula, Wood

Coordinator, Homeless Veterans Program

Central Texas Veterans Health Care System



# Austin/Travis County Health and Human Services Department P.O. Box 1088



Austin, Texas 78767 Phone: 512-972-5010 Fax: 512-972-5016

November 18, 2013

Lt Col Henry Gonzalez, Austin Area Commander Salvation Army PO Box 1000 Austin, TX 78767-1000

Certified Mail: 7006 2760 0005 4972 8580

Re: Salvation Army - Austin Shelter for Women and Children Contract Monitoring Report

Contract, Number: NG110000006, On-site Review conducted September 11-13, 2013

#### Dear Lt Col Gonzalez:

On behalf of the Austin/Travis County Health and Human Services Department Contract Compliance Unit, I would like to thank you for your time, preparation and assistance throughout the on-site monitoring process.

Larry Hopkins and Natalie Cuccia of the Austin/Travis County Health and Human Services Department (HHSD) Contract Compliance Unit (CCU) conducted an on-site monitoring of the Salvation Army — Austin Shelter for Women and Children (SA-ASWC) services contract on September 11 — 13, 2013. The monitoring action included review of SA-ASWC operational procedures, financial records, and client files pertaining to funding received through the City of Austin Contract Number NG110000006 for the period October 1, 2012 — July 31, 2013. The client file review covered the period May 1, 2013 through July 31, 2013.

CCU staff cited the following proactive and commendable actions they observed during the on-site monitoring process.

- 1. The SA-ASWC facility was clean and evidenced good maintenance.
- 2. All space at SA-ASWC appeared to be fully and appropriately used.
- 3. "Make ready" of space between new clients indicates efficient and timely action by all SA-ASWC staff.
- Maintenance of SA-ASWC client waiting list (Call Back List) allows the facility to run at maximum capacity
  the majority of the time, thereby consistently achieving or exceeding performance requirements.
- Salvation Army provides an effective and essential service to women and children in Austin and Travis County.

The monitoring produced no findings and four (4) concerns (listed below) associated with the HHSD contract and funds awarded through the contract: comprehensive shelter and services for homeless women and children. In addition to CCU reviewing SA-ASWC organization, business processes, financial records, reporting, and job descriptions, twenty-two (22) client files were reviewed.

The concerns documented by the CCU are presented as guidance and information to SA-ASWC management. The CCU report has pertinence to the contract reviewed, other contracts held by SA-ASWC, and possible future contracts with HHSD.

During the monitoring exit conference held October 30, 2013, CCU staff reviewed preliminary findings with your staff. Your staff provided a response to the preliminary findings on November 7, 2013. The response has been thoroughly reviewed and incorporated into this report. Your timely response to the concerns attests to the diligence and concern of your staff in complying with the contract terms and providing the best possible services to the clients.

Findings: 0 Findings are issues identified that do violate federal, state, or local law, breach the terms of the contract or are deemed serious enough as to jeopardize the quality return on investment from community partners.

No findings resulted from this monitoring

- Concerns: 4 Concerns are issues identified that could lead to violations in federal, state, or local law; a breach in the terms of the contract; a failure, by the contractor, to follow generally accepted business practices or their own policies and procedures; or that jeopardize the quality return on investment from community partners.
- Documents provided to Salvation Army by client or third parties did not have a date stamp to show date of receipt per implementation of Client Eligibility Guidelines (contract amendment, effective 04-01-2013). This issue was noted in 13 of 22 client files.

<u>Recommendation</u>: Provide information and/or training for intake and case management staff regarding requirement to have all incoming documents date stamped on date of receipt.

Salvation Army-ASWC Response: We acknowledge that this requirement which is included in the Amendment No. 2 (stated as "Date of receipt by agency must be indicated on all documentation in client file") was not correctly interpreted as it might apply to all forms of documentation. Policy has been revised and has been implemented to apply to all documentation in client file as recommended.

Action Taken: On November 4, 2013, all case management staff were trained on the new policy and given new date stamps to mark receipt of incoming documentation for files.

2 Intake forms were missing for three clients (clients appeared to have entered under emergency circumstances, after hours or on weekend).

3957: Entered ASWC May 20 (Monday). Moved in with client's Mom 05-22

3984: Entered ASWC Jul 26 (Friday). Left without completing intake and did not return

3985: Entered ASWC Jul 27 (Saturday). Left Jul 30

<u>Recommendation</u>: In all situations possible and to the extent possible, the client intake form should be completed by staff on duty at time of client arrival at the SA-ASWC. Intake information provides essential information that allows staff to assure the safety and well-being of the client and the client's family.

Salvation Army-ASWC Response: We acknowledge that due to time constraints we have not always obtained a full intake prior to admitting them after normal working hours. Policy has been changed and implemented to include necessary intake information as recommended.

Action Taken: On November 5, 2013, all front desk staff were re-trained about what documents to obtain during after-hours intakes and emergency admissions. This should always include the following to ensure the safety and well-being of clients.

- Client intake card
- Declaration of Homelessness
- Emergency Child Placement Plan
- · HMIS release of information
- · Homelessness Eligibility Form
- Photo release form

#### Resident Guidelines

· Transportation Guidelines/ Permission to Transport

3 TB Test Policy and Procedure, Page 5, Item 2: "All residents have 7 days in order to obtain TB tests. Item 3: All residents must bring verified TB test documentation which is kept in their client record" TB Test results not found for 4 clients (3954: Entered May 2-Exited August; 3955: Entered May 6-Exited Sep 20; 3956: Entered May 13-Exited Jul Unknown; 3959: Entered May 22-Exited Unknown).

<u>Recommendation</u>: Establish procedure for follow-up and tracking of all documents required from clients to ascertain that required documents are completed and/or submitted with documentation being placed in client record.

Salvation Army-ASWC Response: We acknowledge that this policy has not always been implemented on a timely basis but in review, the process for obtaining the testing really requires a longer time frame to be in compliance. The policy has been changed and a "Bring Up" system built into the ongoing review process to ensure that the documentation is placed into the file.

#### Action Taken:

The TB test policy was amended to say, "All residents have 7 business days in order to obtain TB tests. Item 3: "All residents must bring verified TB documentation which is kept in their client record," Additionally, this requirement will be reviewed at each client's two week extension request meeting as a procedural requirement as recommended.

- 4 Job description requires specific training and certification or license.
  - (1) Review of personnel files indicated that employees (1, 2, 5, 20, 21, and 22) did not have required First Aid and CPR training. Salvation Army plans to send supervisor and manager staff to a train-the-trainer course in First Aid and CPR in order that the supervisors and managers can be certified to teach the courses to their respective staff. Salvation Army staff stated the training for supervisors and managers would be conducted within the next couple of months (understood to be by the end of October).
  - (2) ASWC social worker (employee 25) job description requires LCSW License; however, copy of license was not in personnel file. Job description for employee 25 had the requirement for a Child Care Director license (issued by the Texas Department of Family and Protective Services). The Director of Social Programs stated the requirement was no longer applicable for the position as the position no longer directs the child care center.
  - (3) ASWC kitchen employees have a requirement for a Food Handler Certification included in the employee's job description. A current Food Handler Certification was not found in the personnel file for employee 17 (existing certificate expired 08-13-2013). Subsequently, Food Manager certificate was provided with date of 08-23-2013 (lapse of 10 days on certifications).

<u>Recommendation</u>: (1) It is noted that Salvation Army had this plan in place prior to monitoring. First Aid and CPR training is included as a Concern to reinforce follow through with their training plan.

- (2) Review job descriptions to ascertain that appropriate certifications or license are required for the position and adjust job descriptions accordingly.
- (3) HR office establish certificate and license tracking system to track and obtain a copy of the employee's current certificate or license at each renewal to be placed in the employee's personnel file.

Salvation Army-ASWC Response: (4-1) We acknowledge employees whose job descriptions require certification or license did not always have copies of such in their primary personnel file. This policy has been changed and implemented. Training certificates for employees will be posted if required by other regulatory agencies AND copies will be kept current in the primary personnel file. We would respectfully like to note that the child care center was not out of compliance with DFPS with regard to CPR/First Aid training as child care employees 20, 21, and 22 were current and records were in place in the on-site child care employee files as required. Licensing actually only requires one CPR trained staff to be on duty, but ASWC policy exceeds this standard. Employees 1, 2, and 5 who are shelter monitors are not covered by

DFPS for this requirement. All recommended actions pertaining to this concern are being implemented.

Action Taken: Training certificates for 20, 21, and 22 were copied from child care employee files (per DFPS requirement) and are now kept in HR files. HR Director will track compliance and record renewals. Training has been scheduled for employees 1, 2, and 5 who are shelter monitors. The Director of Social Services, Shelter Director and Human Resources Director have coordinated the change in policy and implementation of procedure going forward as recommended. Training scheduled for supervisors and managers was completed in October 2013.

Salvation Army-ASWC Response: (4-2) We acknowledge that the LCSW license for employee 25 who serves as child/family therapist was not copied into the primary personnel file. It was, however, posted as required by law in the counseling office where it is visible to clients. As noted above this policy has been changed and implemented. We acknowledge that the Child Care Director license requirement for employee 34 was dropped some time ago, but that this change in the job description was not revised. This has been corrected. We would like to respectfully note that this was never a DFPS or Salvation Army child care policy requirement, but an extra certification that was found to be unnecessary. Procedures have been put in place to ensure that job descriptions are reviewed. Updated certifications are copied and filed in primary personnel file.

Action Taken: A copy of employee 25's LCSW license was placed in HR file. Employee has posted in office per Texas Social Work Licensure Standards. Job description for employee 34 was altered to omit requirement for Child Care Director license as it is no longer applicable for the position. All recommended actions pertaining to the review of job descriptions and HR tracking system to update files at each renewal have been implemented.

Salvation Army-ASWC Response: (4-3) We acknowledge that the dates are as noted above but would like to respectfully note the following: The Food Manager Certificate was due to expire on 8/13/13. The Food Manager took her exam on 7/9/13. We are not sure why the Food Manager Certificate recorded the issue date as 8/23/13. In the future staff will initiate this renewal process farther from the expiration date to avoid this possibly from reoccurring. This has been implemented as a new procedure.

Action Taken: A copy of all Food Handler's Certificates was placed in HR file. Employee has posted in kitchen per County Health Code. Despite passing the Food Manager's exam on 7/9/13, the certificate was not issued until 8/23/13. Given this information future exams will be scheduled well in advance of expiration.

#### Amount of Repayment: \$0

Due to the proactive responses to the concerns discussed on October 30, 2013 and implementation of corrective actions to resolve the concerns, a formal corrective action plan is not required for this monitoring action. As part of ongoing monitoring by your contract manager, adherence to your stated actions will be monitored along with all other aspects of contract compliance.

Please review the details contained in this letter with appropriate members of your staff and with your Board Members as the specified actions should be completed and actions taken to prevent recurrence. This report must be disclosed to your independent auditor during the course of your next audit.

A Management Response to this report is not required due to action already completed and explanations provided in the response to the preliminary concerns presented by CCU on October 30, 2013.

If members of your staff have questions regarding any of the content of this letter, please e-mail the question to the Contract Compliance Unit at hhsdccu@austintexas.gov and a response will be provided.

I appreciate your dedicated service to clients and contribution to assisting Austin in becoming the most livable city in the country.

Best regards,

Carlos Rivera, Director

Attachments: SA-ASWC On-site Monitoring Tool Sep 11-13, 2013

Note Tabs for: Administrative (Administrative and Financial Monitoring Tool)

Personnel (Personnel File Monitoring Tool)
Client Elig (Client Eligibility Monitoring Tool)

Cc: Tim Hill, Chair, Advisory Board, Salvation Army

Kathleen Ridings, Director of Programs, Salvation Army

Kymberley Maddox, Chief Administrative Officer, HHSD, Administration

Stephnie Connell, Program Manager, HHSD, CCU

Stephanie Hayden, Assistant Director, HHSD, Community Services Division Robert Kingham, Program Manager, HHSD, Community Based Resources

Natasha (Tasha) Ponczek, Homeless Services Coordinator, HHSD Community Based Resources

Laura Diaz, Internal Auditor, HHSD



# Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767 (512) 854-4100 Fax (512) 854-4115

September 12, 2013

Email:thill@austin.rr.com

Tim Hill, Board President The Salvation Army, a Georgia Corporation 501 E. 8<sup>th</sup> Street Austin, Texas 78701

Re: Travis County Monitoring Visit

RE: Contract # PS090124RE

Dear Mr. Hill:

We conducted a monitoring visit of the contract mentioned above on June 13, 2013. The visit included an administrative, financial, and program performance review of the Pathways and Partnership Program.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work provided to the community and please extend our thanks to the staff for facilitating our monitoring visit.

Should you have any questions please contact us.

Sincerely,

San Juana Gonzales

Contract Compliance Specialist

HHS/VS Finance Division

512/854-4122

Sanjuana.Gonzales@co.travis.tx.us

LaDonna Brazell

Contract Compliance Specialist

HHS Finance Division

512/854-7875

LaDonna.Brazell@co.travis.tx.us

Cc:

Lt. Colonel Henry Gonzalez, Executive Director, Salvation Army Sherri Fleming, HHSVS, County Executive, Travis County Kathleen Haas, HHS/VS Finance Manager Mike Manor, HHS/VS Program Lead



# Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767 (512) 854-4100 Fax (512) 854-4115

July 31, 2012

Major John Carter Salvation Army 501 E. 8<sup>th</sup> Street Austin, Texas 787041

Re: Travis County Contract Desk Review

Dear Major Carter,

Travis County has concluded a desk review of the contract mentioned above. The desk review included an administrative and financial review for the 2011 contract year.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work provided to the community and thank you for facilitating the information for the desk review.

Sincerely,

San Juana Gonzales

Doubliam by

Contract Compliance Specialist

HHS/VS Finance Division

512/854-4122

Sanjuana.Gonzales@co.travis.tx.us



# City of Austin Health and Human Services Department

#### P.O. Box 1088 Austin, Texas 78767

Colonel Henry Gonzalez Salvation Army, A Georgia Corporation 501 East Eighth Street Austin, Texas 78701 January 30, 2013

Re: Agency Site Visit - Administrative and Fiscal Review

#### Dear Colonel Gonzalez:

On November 8, 2012, a site visit was conducted at Salvation Army, 501 East Eighth Street, Austin, Texas 78701. Colonel Henry Gonzalez, Area Commander, Kathleen Ridings, Director of Social Services, and Fran Elliot, Financial Manager represented Salvation Army during the visit. Community Based Resources (CBR) staff, Natasha Ponczek, Homeless Services Coordinator and Lori Doubrava, Financial Specialist conducted the site visit. The primary purpose was to review Administrative Financial Review (AFR) documentation submitted in May 2012.

At the site visit, Salvation Army made the following documents available for CBR review:

- Most recent fiscal year end budget to actuals
- · Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart
- Transitional Housing Information Sheet
- Financial Policies

#### I. AGENCY OVERVIEW

- The Austin Area Command is governed by The Salvation Army Divisional Headquarters in Dallas, Texas and the Southern Territorial Headquarters in Atlanta, Georgia.
- The Salvation Army provides a broad range of supportive services to the homeless, near homeless and low-income populations of Austin, Texas. These services address the following community issues: Basic Needs, Education, Mental Health and Community Safety.
- The Austin Area Command operates three facilities including the Social Services Center, Austin Shelter for Women and Children and the Corp Community Center.
- Salvation Army's vision and mission: The Salvation Army, an international movement, is
  an evangelical part of the Universal Christian Church. Its message is based on the Bible.
  Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus
  Christ and to meet human needs in His name without discrimination.
- Salvation Army has eight programs: Social Services Center, Austin Shelter for Women and Children, Holiday Assistance, Corps Community Center, Adult Rehabilitation Center,

- Disaster Response, Rapid Rehousing and Veterans Homelessness Prevention Demonstration Project.
- In 2011, Salvation Army served over 4,000 men, women and children at the two shelter sites funded by the City. Over 930 meals were served and over 1,300 clients received case management.
- In 2011, the population served by the Salvation Army included: 22% Hispanic, 37% African-American, 36% Caucasian, 2% Bi/Multi-racial, and 3% Other/Unknown.
- Salvation Army's current Pathways contract for the downtown shelter with the City of
  Austin began April 1, 2012 as a result of their successful proposal to the Social Services
  RFP process. The Women and Children's shelter contract began January 1, 2011 and was
  also a result of a competitive process, but Salvation Army was the sole applicant.

## IL BOARD OF DIRECTORS

#### a. Structure

- The Advisory Board consists of thirty-five members and meets on a monthly basis.
- The Board has the following Committees: Executive, Program, Public Relations, Endowment, Nominating, Finance, Property, Christmas, Social Service Program, Development and Strategic Planning.

#### b. Fundraising and Financial Oversight

 The Board members approve fundraising strategies, participate in special events, planning/capital campaigns planning and develop resources through their community network of relationships.

#### c. Program Performance

- The Board receives written program updates from the Director's Report monthly.
- The Board receives staff presentations connecting the agency mission to the program activities.

#### III. FINANCIAL

- Salvation Army received an unqualified opinion on the audit for the year ending December 2011.
- Salvation Army's most recent 990 was provided to CBR staff May 30, 2012.
- Salvation Army has (3) three months in cash reserves.

## IV. ADMINISTRATION

- Member of ECHO, Texas Association of Nonprofits, National Low-Income Housing Coalition and One Voice Central Texas.
- There were 1086 volunteers in 2011, assigned to all appropriate program components such as tutoring, meal service, and maintenance.

# Texas Rising Star Provider Certification for

# Licensed Day Care Centers, Registered Family Homes and Group Child Care Homes

# **Monitoring Form**

Name of Facility: Austin Shelter for Wom	
Address: 4523 Tannehill Lane, Austin, TX	78721
Facility Telephone: (512) 933-0600	Contact Telephone: (512) 933-0600 x114
Owner: The Salvation Army, A Georgia C	orporation
Director: Deidre Williams	
Regulating entity (check one) /Type of National Ac	ccreditation (if applicable)
⊠State of Texas (TDFPS)	And the second state of
□National Association for the Education of Young C	hildren (NAEYC)
U. S. Military	NECDA
□National Early Childhood Program Accreditation () □Texas Association of Christian Care Agencies, Inc.	
□National Association of Family Child Care (NAFC	
□National School Age Care Alliance (NSACA)	c) (to riternatively received providers)
□Other:	
	H and GDH Certification Level
Certification Level  ☑Four Star TRSP  ☐Fu	illy Certified
	ovisionally Certified
	eferred Status
□Deferred Status	
TDPRS License or Registration Number (if State	Workforce - CCS Provider Number (if applicable):
regulated):	
852639	N/A
Date of Last Monitoring Visit: Previous monitoring	
Workforce/ Partner staff person completing the fo	rm:
Lindsay Hill / Child Development Specialist	
Name/Title of person authorized to contract for fa	cility:
Deidre Williams / Director	
- 10 A	
Dordandin	
Signature of person authorized to contract for faci	ility
1	
2/2/12	
Pote	
Date	

Safety Test	Date of Last Test	Were all Conditions Met?	
Fire	10/26/12	Yes	No
Health	10/17/12	Yes	No
Gas Leak	12/1/11	Yes	No
If no, please explain:	12/1/11	Yes	No

Describe any probationary conditions that have been placed on the facility since the last monitoring visit or self-report of TRSP status and all actions taken to correct the probationary conditions. Please include the expiration date(s) of the probation.

#### N/A

#### I. Licensing Compliance

A. Describe any non-compliance with applicable child care licensing procedures or U.S. military regulations since the last monitoring visit or self-report of TRSP status. Please include all actions taken to resolve the non-compliances.

#### LICENSE:

Name: Austin Shelter for Women and Children Day Care Center

Facility #: 852639

Age Range: Toddler, Pre-Kindergarten

Capacity: 26

Date issued: 4/19/2006

#### LAST TDFPS REPORT:

Date: 10/15/12

Representative: Theresa Harris

MP: every 12 months Deficiencies: none

#### II. Director Qualifications

A Has the provider changed On-Site Directors since the last monitoring visit or self-report of TRSP status? If yes, describe the director's qualifications as they relate to TDFPS's licensing minimum standards qualifications for On-Site Directors.

#### N/A

#### III. Caregiver Staff Qualifications

A. Have any new caregiver staff been hired since the last monitoring visit or self-report of TRSP status? If so, describe how each new staff member meets the caregiver staff qualifications in regards to credentials, education, and/or experience as required by TRSP guidelines.

Brittany Cruz DOH: 09/2012 HSDip/4+ yrs exp PY: n/a CY: 22

B. If new staff has been hired, what percentage of the provider's total staff meets TRSP qualifications for caregiver staff?

100% of staff is meeting.

#### IV. Staff Orientation

A. If any new staff have been hired since the last monitoring visit or self-report of TRSP status describe the orientation that they were given before starting child care duties.

#### N/A

#### V. Staff Training

A. Describe all training that each staff member has received since the last monitoring visit or self-report of TRSP status.

Director:

Deidre Williams DOH: 06/10 PY: 43+9ceus CY: 2

Staff:

 Amanda Jimenez
 DOH: 09/10
 PY: 21+6ceus
 CY: 0

 Carnicia Humphrey
 DOH: 10/21/08
 PY: 47
 CY: 15

#### VI. Group Size

A. List age range and group size for all age-related groups:

N/A

B. List age range and group size for all mixed-age groups:

- Toddlers (18-36 months)------
- Pre-K-------

At the time of monitoring the classrooms were combined with a 7.3 ratio

#### VII. Curriculum/Activities

A. Describe all written curriculum plans by <u>each</u> caregiver staff member hired since the last monitoring visit or selfreport of TRSP status including curriculum goals for ages of children involved. New early literacy requirements are addressed.

#### Toddlers:

Theme: Green

Circle Time: Green Eggs and Ham Outside: blow green bubbles Art: green leprechaun Centers: color puzzles

#### Pre-K:

Theme: Shapes

Circle Time: What shape am I? Outside Time: Shape walk Centers: shape puzzles

- B. Describe how the plans of each new caregiver hired since the last monitoring visit or self-report of TRSP status include developmentally appropriate materials and activities and allow direct involvement of children in a variety of activities that encourage physical, emotional, and intellectual growth (including early literacy requirements).
  - Daily schedules were posted for each classroom; there was an equal balance between activities.

### VIII. Caregiver-Child Interaction

A. Describe how each new caregiver hired since the last monitoring visit or self- report of TRSP status interacts with each child in their respective group during the day. Make sure to indicate the age level of each caregiver's group.

## At the time of monitoring the classrooms were combined

"Thank you. Gracias."

"If you don't want it, leave it on the table."

"I'm coming, I'm following you."

"Put it down please or take a bite."

"You have a cookie."

"One at a time."

"Who's coming?"

"Can't go to the carnival in the rain."
"Oh C you used to be so shy."

"You okay?"

"They both start with a C."

"Good morning."

### IX. Indoor Physical Environment

A. Describe any indoor equipment and materials purchased since the last monitoring visit or self-report of TRSP status. Please include the purpose and location in the center of all new items.

#### Toddlers:

Multicultural posters at children's eye level through out the room-

Art is posted at eye level.

Blocks: soft vinyl blocks, animals, barn, vehicles, people, cardboard blocks

Dramatic Play: multicultural dolls, doll carriers, hats and clothes, kitchen, play food, table and chairs, real items Manipulative: legos, shape sorters, bead maze, stringing blocks, builders, puzzles, stacking rings

Art: crayons, markers, magazines, paper, books

Science/sensory: sensory table with scissors, paper, sandpaper, sensory bag; bugs, magnets, cookie sheets with magnet letters, magnifiers

Library: mats for sitting, pillows, sofa and chair set; multi-cultural, real and developmentally appropriate books, puppets

Music: play guitar, electronic toys, instruments

1 glider

CDS Recommendations: none at this time

#### Pre-K:

Multicultural posters at children's eye level through out the room.

Shelves are labeled with photo and print.

Dramatic Play: multicultural dolls, real and play dress up clothes, kitchen, real food items, play food, real items
Manipulative: animal carrier w/pet, latch & lock, dressing boards, puzzles, bug sequence

Art: easel, crayons, markers, sponge painters, paint, glue, paper, various materials

Science/sensory: insect viewer, large plastic bugs, binoculars, magnifying glasses, magnets, color paddles, scale; sensory table with sand, sensory bottles, flashlights

Library: bench and 2 chairs w/small table; Multi-cultural and real books.

Music: kid size piano, tambourine, cymbals, maracas, rhythm sticks

Blocks: legos, cars, people, barn, large legos, small set of wooden blocks, puppets, animals

Writing: dry erase boards, markers and erasers; clipboards, mail box, envelopes

CDS Recommendations: none at this time

## IX. Outdoor Physical Environment

A. Describe all outdoor equipment and materials purchased since the last monitoring visit or self-report of TRSP status. Please include the purpose and exact location of all new items.

- Toddlers: I tool bench, sandbox with seats, balls, soft mat, climb through tunnel with activity panels, bin with legos, pails, and shovels, 2 sensory tables (pasta); riding toy area
- Pre-K: sensory table (sand); tricycles; art easel (not in use); sandbox; 2 tire swings; basketball net; large
  climbing structure with tunnels and slide; dramatic play house with tool benches and tools; bin w/ shovels,
  pails, large legos, and vehicles; pea gravel and sidewalk services with stop and yield signs; shade from tree;
  picnic table off to side of gated playground.

#### X. Health and Safety

A. Describe any health or safety hazards or incidences that have occurred since the last monitoring visit or self-report of TRSP status.

### Toddlers:

- · Health check on daily schedule and posted
- · Caregiver used hand sanitizer after wiping a nose; then later washed hands after wiping a nose
- · Child came to table to eat without washing hands.
- Flu poster posted for parents/staff.

CDS Recommendations: Ensure that consistent health practices are being used (hand washing at appropriate times) by caregivers and children.

#### Pre-K:

Health check posted and on daily schedule.

#### XI. Nutrition and Meal Time

A. Describe any changes in the meal and snack preparation processes since the last monitoring visit or self-report of TRSP status.

#### Toddlers:

- Caregiver sat with children after food and drink was served. (other 2 caregivers stood for a while then sat)
- Drinks were offered (milk and water)
- Children fed themselves
- Children were not rushed
- Conversation was encouraged
- "Those are some good cookies."
- "You like it?"
- "Oh that's a big bite."

CDS Recommendations: Ensure that all caregivers sit as quickly as possible and encourage conversations about daily events and interests.

#### Pre-K:

- Drinks were offered (milk and water)
- Children fed themselves
- Children were not rushed
  - Conversation was encouraged
- B. Describe how all new caregiver staff hired since the last monitoring visit or self-report of TRSP status interact with their group of children during meals and snack times. Please include the age group of each caregiver listed.

#### XII. Parental Involvement

A. Describe any changes in the provider's written policies for parents since the last monitoring visit or self-report of TRSP status.

Parent boards/ information in each classroom

Several informative posters pertaining to cleanliness, germs, etc.



U.S. Department of Housing and Urban Development Sun Antonio Field Office, Region VI Office of Community Planning and Development One Alamo Center 106 South St. Mary's Street, Suite 405 San Antonio, Texas 78205-3601 Phone (210) 475-6820 Fax: (210) 472-6825

www.hud.gov www.espanol.hud.gov

AUG 2 9 2011

Ms. Kathleen Ridings, MSW Director of Social Services The Salvation Army 501 E. 8th Street Austin, TX 78701

Dear Ms. Ridings:

SUBJECT: Corrected Monitoring Report Letter - The Salvation Army Supportive Housing Program (SHP) - Passages Program

Please accept this revised letter and our apologies for incorrectly stating the name of the Passages SHP Program for a recent remote monitoring conducted by CPD Representatives Marie Hettler and Valerie Reed-Sweed.

Monitoring reviews are designed to evaluate a grantee's HUD-assisted programs and to ensure compliance with program requirements. Monitoring activities also serve as the primary means by which the Department carries out statutorily mandated responsibility.

We wish to thank you and your staff again for the professional courtesy and cooperation in providing the various submissions required before and during the monitoring review.

Should you have any questions, please contact Ms. Marie Hettler, Sr. CPD Representative at (210) 475-6800, ext 2294 or me at (210) 475-6800, extension 2295.

Sincerely,

Elva F. Garcia, Director

Office of Community Planning

and Development

## MONITORING REPORT

July 25 - August 3, 2011

GRANTEE NAME: The Salvation Army

PROJECT NAME: Passages Program - Grant No. TX0042B6J030802

PROGRAM REVIEWED: Supportive Housing Program (SHP)

TYPE OF REVIEW: Remote Monitoring

PURPOSE OF REVIEW: The purpose of this monitoring visit was to determine

whether activities and related services are delivered in accordance with applicable regulatory standards, the Grantee's Continuum of Care application and

related grant agreements.

## HUD MONITOR CONDUCTING REVIEW:

Marie Hettler Sr. CPD Representative Valerie Reed-Sweed CPD Representative

## GRANTEE STAFF IN ATTENDANCE:

Kathleen Ridings Director of Social Services

## SCOPE OF MONITORING

The Salvation Army has the responsibility for administering the Supportive Housing Program (SHP) and utilizes SHP funds for providing Supportive Services through its Passages Program. This program is a collaboration of seven organizations that coordinate housing and supportive services for homeless families and single adults. As lead Grantee, the Salvation Army, subcontracts funds with Caritas of Austin, Family Connections, Foundation for the Homeless, LifeWorks and SafePlace to provide an array of supportive services (i.e. case management, subsidized child care, life skills training, financial assistance and mental health/substance abuse counseling. One partner, Foundation Communities, does not share SHP funds but coordinates affordable housing.

During the period reviewed a total of 347 participants entered the Passages program. Of these 347 participants assisted, a random sample of 17 (5%) files was selected for this remote monitoring. This review consisted of examining in-house procedures, participant file documentation, and conducting phone interviews with staff.

The monitoring of these activities encompassed participant eligibility, supportive services, project progress, and overall program management.

## I. PARTICIPANT ELIGIBILITY

In accordance with 24 CFR 583.5, participant files must document that the individual or families were homeless prior to entry.

Based on the documentation reviewed, HUD found that all 17 participant files evidenced homeless eligibility forms and adequate supporting documentation verifying homelessness. As such, this office finds that The Salvation Army is in compliance with the above noted standard.

As set forth in 24 CFR 583.300, at least one homeless or formerly homeless person must participate in the policy decision-making process.

Our phone interview with Grantee staff revealed that a formerly homeless person participates as a member of its Board of Directors; the individual's name was provided to HUD and made part of this monitoring file. Thus, it is concluded that The Salvation Army is in compliance with the above referenced standard.

## II. SUPPORTIVE SERVICES

In accordance with 24 CFR 583.410, each recipient of assistance under this part must conduct an ongoing assessment of the supportive services required by the residents of the project and the availability of such services, and make adjustments as appropriate.

Based on our phone interview with Grantee staff, it was noted that assessments of their participant's support service needs are conducted regularly and in accordance with the Grantee/Subrecipient contract. Direct service personnel also meet on a regularly scheduled basis to determine service eligibility, problem solve, share resources and conduct joint case review. As such, the Grantee was found to be in compliance with the above referenced standard.

## III. PROJECT PROGRESS

In accordance with 24 CFR 583.410(a), when a Grantee executes a grant agreement with HUD, the Grantee is expected to carry out the supportive housing or supportive services activities as proposed in the application.

The Salvation Army's Passages program was reviewed to determine if the support services provided and number of persons served is consistent with the approved application for the point in time of the grant being reviewed. Based on the documentation reviewed HUD found that supportive services (i.e. case management, subsidized child care, life skills training, financial assistance and mental

health/substance abuse counseling) were correspondent to those proposed in the original application. Also correspondent, were the number of persons served during the period of review. As such, the Salvation Army was found to be in compliance with the above referenced standard.

## IV. OVERALL PROGRAM MANAGEMENT

Consistent with the Salvation Army's program policy, measures for ensuring compliance with HUD requirements and regulations are communicated to program staff. Program staff utilizes eligibility guidelines in accordance with HUD SHP regulations and its approved grant application. A standardized process is used to notify applicants of approval or denial of their application; if denied, applicants are afforded due process to appeal the decision. Program staff utilizes a shared case history service plan form to ensure that adequate information pertinent to a participant's background is recorded and a self-sufficiency plan is kept current. Also consistent with the program's policy is the tracking outcome measures, which is consolidated into one database for annual performance reporting.

Overall, the Salvation Army's Passages program is very well managed and provides a much needed service and benefit to the Austin community's homeless population. Kathy Ridings has been in charge of the program since its inception bringing consistency to the management and oversight of the Passages Program. The Program Management Procedures systematically describe its management of the SHP program and is used by Grantee staff and its paitners to ensure that funds are used in accordance with program requirements. The procedures are clear, concise, organized, easy to read and in overall compliance with HUD/SHP requirements.

# Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:	Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:
Safety Net Infrastructure  Transition Out of Poverty Problem Prevention Universal Support Services Enrichment	<ul> <li>□ Early Childhood</li> <li>□ Youth</li> <li>✓ Adults and Families</li> <li>□ Seniors &amp; Persons with Disabilities</li> </ul>

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

Self-Sufficiency Goals:	Life Continuum Categories:
<ul> <li>□ Safety Net Infrastructure</li> <li>☑ Transition Out of Poverty</li> <li>□ Problem Prevention</li> <li>□ Universal Support Services</li> <li>□ Enrichment</li> </ul>	<ul> <li>□ Early Childhood</li> <li>□ Youth</li> <li>✓ Adults and Families</li> <li>□ Seniors &amp; Persons with Disabilities</li> </ul>

# Section 0640 Program Performance Measures and Goals

## **OUTPUT MEASURES**

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

OUTPUT # 1 (Required)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	342	2658	3,000

OUTPUT # 2 (Required)	City of Austin Goal	All Other Funding Sources Goal	TOTAL (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	1,026	7,974	9,000

OUTPUT # 3 (Proposed)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City + All Other) Annual Goal
Number of bed nights provided during the 12-month contract period	10,032	77,968	88,000

nnual Goal Fundir Annua	ng Sources All Other) Annual Goal
775	875
	The state of the s

## **OUTCOME (RESULTS) MEASURES**

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of homeless persons who exit shelter and move to safe housing	564
Total number of case managed persons who exit shelter	805
Percentage of case managed persons who exit shelter to safe and stable housing	70%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of homeless adults participating in Employment Services who improve their employment status at end of program or exit	300
Total number of homeless adults who participate in Employment Services at exit or end of program.	400

# Section 0640 Program Performance Measures and Goals

	Percentage of homeless adults participating in Employment Services who improve their employment status at exit or end of program	75%
--	--	-----

Total Program Performance – OUTCOME # 3 (Proposed)		Total Program Annual Goal
Number of(description of the measure's numerator)	(numerator)	
Total number of(description of the measure's denominator)	(denominator)	
Percentage of(description of the outcome percentage)	(outcome rate)	%

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly

# Section 0645 Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Director of Social Services	.125
Shelter Director	1
Family Case Manager (Family Dorm)	1
Men's Case Manager (Single Men's Dorm and Men Workers)	1
Women's Case Manager (Single Women's Dorm)	1
Women's Case Manager (Single Women and Women Workers)	1
Women's Case Manager (Women's SafeSleep Program)	1
Program Coordinator (Case Management Supervisor)	1
Assistant Facility Manager (Residential Shift Supervisor)	1
Assistant Facility Manager (Residential Shift Supervisor)	1
Assistant Facility Manager (Residential Shift Supervisor)	1
Assistant Facility Manager (Residential Shift Supervisor)	1
Dorm Monitor	1
Dorm Monitor	1
Dorm/Desk Monitor	1
Data Entry/Desk Monitor	1
Dorm Monitor	1
Residential Services Coordinator (Residential Staff Supervisor)	1
TOTAL FTEs =	= 17.125

# Section 0650 Program Budget and Narrative

Oct 2015 - Sept 2016

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
		PERS	ONNEL			
1. Salaries plus Benefits			475,000		2,068,392	2,543,392
A. Subtotals: PERSONNEL			475,000		2,086,392	2,543,392
		OPERATIN	G EXPENSES	5		
General Operating     Expenses					1,351,663	1,351,663
3. Consultants/ Contractuals						
4. Staff Travel - Out of Travis County						
5. Conferences/Seminars - Out of Travis County						
B. Subtotals: OPERATING EXPENSES					1,351,663	1,351,663
	DIRECT ASS	SISTANCE	for PROGRA	M CLIENTS		
6. Food/Beverage for Clients					244,800	244,800
7. Financial Assistance for Clients			50,000		297,840	347,840
8. Other (specify)	Insurance, audit, travel, conferences				106,692	106,692
C. Subtotals: DIRECT ASSISTANCE			50,000		649,332	699,332
	CAPITAL OU	JTLAY (with	h per Unit Cost 9	over \$5,000/unit)		
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY						
		то	TALS			
GRAND TOTALS (A + B + C + D)			525,000		4,069,387	4.594,387
PERCENT SHARE of Total for Funding Sources:	%	%	11.4%	%	88.6%	100%

# Section 0650 Program Budget and Narrative

# Program Subcontractors

	SU	BCONTRACTOR	#1	
Name of Subcontractor		N/A		
Term of Subcontract (mm/dd/yyyy	)	Start date:	End date:	
Services to be Subcontracted				
Number of Clients to be Served (if applicable)				
	Dollar A	Amounts by Funding	Source:	
CITY of AUSTIN amount \$ LL. \$		OTHER Sources amount TOTAL  \$		
	SU	BCONTRACTOR	#2	
Name of Subcontractor				
Term of Subcontract (mm/dd/yyyy	)	Start date:	End date:	
Services to be Subcontracted				
Number of Clients to be Served (if applicable)				
	Dollar A	Amounts by Funding	Source:	
CITY of AUSTIN amount  \$ S		HER Sources amount	TOTAL S	
	st	BCONTRACTOR	#3	
Name of Subcontractor				
Term of Subcontract (mm/dd/yyyy)		Start date:	End date:	
Services to be Subcontracted				
Number of Clients to be Served (if applicable)				
	Dollar A	Amounts by Funding	Source:	
CITY of AUSTIN amount \$		HER Sources amount	TOTAL S	

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

# Section 0650 Program Budget and Narrative

# Program Budget Narrative

Add details to describe the proposed <u>City</u> expenses from your Program Budget form. Explanations for the "Other Sources" line items are not required.

	PERSONNEL	NARRATIVE/ Descriptions
1.	Salaries and Benefits	17.125 FTE's (Program & Shelter Staff) Salaries Total \$337,250, Fica 6.2% of gross, MC 1.45% of gross, Workers comp, 2.51% of gross, Pension 5.25% of gross, Insurance \$8,251 per person per year
-	OPERATING EXPENSES	
2.	General Operating Expenses	
3.	Consultants/ Contractuals	
4.	Staff Travel - OUT of Travis County	
	Conferences/Seminars/ Training - <u>OUT of Travis</u> <u>County</u>	
	DIRECT ASSISTANCE	
6.	Food/Beverage for Clients	
7.	Financial Assistance for Clients	Financial Assistance for Clients: deposits, rent, utility assistance, application fees, identification documents, criminal background checks
8.	Other Direct Assistance (must specify)	
	CAPITAL OUTLAY	
9.	Capital Outlay (must specify)	

# Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyy)	Funding Period End (mm/dd/yyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$525,000
Private Donor Fund Raising	Social Service Center	10/01/2015	09302016	\$4,069,387
E	UNDING AMOUNT TO	TAL.		\$4,594,387

## Section 0835: Non-Resident Bidder Provisions

# Company Name The Salvation Army, A Georgia Corporation - Austin Area Command

Answer: Resident Bidder  (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and included Contractor whose ultimate parent company or majority owner has its principal place of business.  (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.  B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amort percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of to be awarded a Contract on such bid in said state?  Answer: Which State:  C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bider.	A.	Annotated Government Code 2252.002, as amended:					
<ul> <li>(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includer Contractor whose ultimate parent company or majority owner has its principal place of busin Texas.</li> <li>(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.</li> <li>B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of to be awarded a Contract on such bid in said state?</li> <li>C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder of that state in order to be awarded a Contract on such state?</li> </ul>		Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?					
Contractor whose ultimate parent company or majority owner has its principal place of busing Taxas.  (2) Nonresident Bidder- A Bidder who is not a Taxas Resident Bidder.  B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amort percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of to be awarded a Contract on such bid in said state?  Answer:		Answer: Resident Bidder					
<ul> <li>B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of to be awarded a Contract on such bid in said state?  Answer:</li></ul>		<ol> <li>Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.</li> </ol>					
business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amorpercantage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of to be awarded a Contract on such bid in said state?  Answer:		(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.					
C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Biunder the bid price of a Resident Bidder of that state in order to be awarded a Contract on such state?	В.	If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?					
under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such state?		Answer: Which State:					
Answer	C.	If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in sal state?					
		Answer:					



TO:	Veronica Lara, Director Department of Small and Minority Business Resources			
FROM: DATE:	Erin D'Vincent, Senior Buyer January 15, 2014			
SUBJECT:	Request for Determination of Goals for Solicitation No. EAD0116  Project Name: Self Sufficiency Social Services			
	Commodity Code(s): Estimated Value:	95243		
		\$16,000,000		
	in this solicitation.	ns project as determine	d by the Purchasing Office and Department that are	
The Departr	mental Point of Contac	ct is: Robert Kingham	at Phone: 972-5026	
Program, ple		se of goals by completing	nd Women Owned Business Enterprise Procurement and returning the below endorsement. If you have	
Appro	oved w/ Goals	<u></u> ★ App	proved, w/out Goals	
Recommend	d the use of the follow	ring goals based on the be	elow reasons:	
a. (	Goals:%	MBE% WBE		
b. \$	Subgoals%	African American	% Hispanic	
	%	Native/Asian American	% WBE	
This determ	ination is based on th	Section of the sectio	Insufficient ocopes of	
AL				
Uno	ara, Director		Date: 1-21-14	
	na Resendiz			